

Lorna Scott Fitness Terms and Conditions

General

- **Lorna Scott Fitness** reserves the right to refuse your application for membership.
- Memberships are non-transferable.
- You are expected to treat the business, its staff and its equipment with respect. Failure to do so will result in your membership being cancelled.
- All members must be above 16 years of age. However we can also offer a restricted 'Parent Supervised' membership for those under 16 year old. Please contact Lorna Scott directly for more information on this.
- Lorna Scott Fitness cannot be held liable for any injuries caused whilst taking part in a class. If you wish to have further guidance please, contact **Lorna Scott Fitness** regarding a personal programme.
- You are primarily responsible for your own safety, health and wellbeing, but we at **Lorna Scott Fitness** are concerned that you enjoy our classes safely.
- You acknowledge and agree that you are responsible for your own health and safety at all times, and that you have been assessed by a medical expert (e.g. your GP/Doctor) who has given you consent to partake in physical activity.
- You acknowledge and agree that you are responsible for continuously updating your medical consent through regular assessment in the form of a fitness appraisal by a medical expert, in particular when choosing a new workout video or exercise programme to follow.
- Whilst we will respect your decision over your exercise regime, we reserve the right to ask you not to exercise beyond what we reasonably believe to be your personal ability.

Monthly Subscription

- You will pay your subscription fees on a rolling monthly basis: no contract, no maximum or minimum term, just stay as long as you wish, payable by Direct Debit or BACS.
- All subscriptions run on a calendar month basis.
- Your first payment amount will be prorated, based on the number of complete weeks remaining in your first month.
- Monthly subscriptions are non-transferable.
- Class timetable is subject to change; time, exercise type and / or location.
- During your membership, monthly fees must be paid regardless of class attendance.
- Abuse of membership, i.e. not paying fees when due, continued incorrect use of equipment, verbal or physical abuse of staff or members, will result in the cancellation of your membership immediately and any outstanding fees, costs from damage or legal fees will be sought from you via our collection agency.
- **Lorna Scott Fitness** has the right to refuse your application for monthly subscription.
- You are not allowed to share, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter or modify any material produced by **Lorna Scott Fitness**.
- At times, the website may not be available or may be affected by faults or maintenance, or by conditions outside our control. We reserve the right to modify or withdraw content of this site at any time.
- We may suspend or cancel your membership at any time if;
 - You seriously or repeatedly break these terms and conditions, the terms and conditions of use, or the membership agreement.
 - You or your guests use rude or abusive language or violent behaviour, or if your behaviour puts our other members or team members at risk from harm, or affects their interests in some way.
- You must inform **Lorna Scott Fitness** if you have any concerns regarding exercise classes.
- If we end or cancel your membership for any of the reasons listed here, we will not refund your monthly subscription.
- By law, we do not have to pay you compensation for any service, facility or equipment not being available because of health and safety reasons or where it is for the benefit of your membership.
- By law, we do not have to pay you compensation for loss or damage you may suffer unless we fail to carry out our duties under these terms and conditions to a reasonable standard or break any duties we have to carry out by law.
- We will not compensate you if we have failed to carry out our duties due to:

- a fault of your own;
- a third party not connected with providing our services under these terms and conditions;
- or events which we could not have known about beforehand even if we had taken all reasonable care.
- A notice period of 30 days is required for the cancellation of a monthly subscription. Notice of cancellation should be made to Lorna Scott Fitness.
- If you pay by standing order, it is your responsibility to cancel the standing order with your bank at a time which is convenient to you. We may not be able to refund fees due to non-cancellation of standing orders.
- If you pay by Direct Debit, it is your responsibility to confirm cancellation with your bank.

Face to Face Class Booking (Not Yet Available)

- Places at face to face classes will be limited and will need to be booked online.
- Some Face to Face classes may have limited numbers and these will be booked on a first come served basis. Priority may be given to members with a Monthly Subscription.
- Should you need to cancel a face to face class that you have pre-booked, you must ensure that you do so by contacting **Lorna Scott Fitness** a minimum of 24 hours prior to the class. Failure to cancel a class / failure to attend a class that you have booked, may result in you still being charged for the class.

Data

- What we do with your data:
 - Postcode: to analyse where our members are based.
 - Contact Telephone: for account queries, changes to scheduled classes and updates (where permission has been granted).
 - Date of Birth: to confirm your age
- You consent to us collecting your demographic and interest data, as well as more general data. We use this to check that we are marketing to the correct demographic of people and not for any other reason.
- By providing an email address members consent to receiving emails from **Lorna Scott Fitness**.

Client Agreement

You warrant, declare and acknowledge that:

1. The information given by you in entering this agreement is correct and will be relied upon by us.
2. Our staff, agents and subcontractors are not medically trained, and should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity.
3. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing or physical condition. Furthermore, you will advise us immediately should your health or vulnerability to injury change.
4. You have read and understood all of the Terms and Conditions before accepting them.
5. This agreement will become binding upon both parties once you have submitted your **Lorna Scott Fitness Screening Form** online and when an application for a subscription has been submitted.