



Healthworks
Gym  **FITNESS FOR ALL**

Members Terms & Conditions

All users of our gyms must have had an induction or completed an Induction Waiver at that venue prior to use.

These terms and conditions (“Terms”) set out the terms of business governing the agreement between Healthworks Newcastle (“Us”, “We”, “Our”) and You when You purchase a Membership with Us and/or use Our facilities. Healthworks facilities include leisure centres, gyms, extreme sports, indoor and outdoor sports venues, activity play centres plus other types of facilities as acquired and operated by Us. Facilities are generally owned by Partner Organisations and are managed by Us on their behalf. There may be additional rules of use which apply to particular facilities and You should familiarise yourself with these before using those facilities. You are advised to read these Terms and rules carefully. By continuing with Your application and whenever You use Our facilities, You confirm that:

You understand and accept all of the Terms below and you will adhere to any local rules. Acceptance of Your application and any subsequent withdrawal of Membership are at Our absolute discretion.

By agreeing to these Terms, You acknowledge and agree that in entering into this agreement You are not relying on any promise, assurance, statement, representation, warranty or understanding except as expressly provided in these Terms.

Where a Term is generic this applies to all customers, however some of the Terms and Conditions will only apply to specific Members, Memberships or Activities and may not be relevant to all customers.

Changes to Terms and Conditions

The availability and scope of the services and the detail with these terms and conditions are subject to change at our sole discretion.

Membership

1. If Your application for Membership is accepted, Your Home Centre will automatically be assigned. It is Your responsibility to notify us should you wish to alter Your Home Centre please refer to Clause 5 (Making changes to Your Membership).
2. You must have valid proof of Membership on each occasion that You access Our facilities. If you cannot provide relevant proof, You will be refused the benefits of Your Membership on that occasion. Where available You will be able to purchase instead an Activity Booking at the standard price, in order to gain entry or access.
3. Where a discounted Membership is purchased such as concessionary, corporate, disability, or age related, proof of eligibility will be required; this can be uploaded online via the Membership Customer Portal or provided in person at Your Home

Centre. You will be required at regular intervals to provide new proof as required by Us. If your entitlement changes, You must notify Us.

4. If You fail to provide proof of eligibility for a discounted Membership within 20 days of Your Membership Commencement Date, then the relevant discount will be removed and Your Membership will be cancelled without refund of any Fees.
5. Not all memberships offer the same level of benefits. It is important you check the included and excluded benefits, facilities and activities before submitting your membership application. These can be found by clicking "View Details" on your chosen membership type.
6. Use of the facilities must always be in accordance with Your Membership. You are required to pay for and have a valid booking for all activities in which You participate that are not included in the benefits of Your particular Membership.
7. Your Membership is non-transferable. You must not allow anyone else to use Your Membership. If You allow Your Membership to be used by any other person, Your Membership will be cancelled without refund of any Fees; no further or future applications for Membership will be accepted for a minimum of 12 months. Future eligibility for Membership will be reviewed at least annually upon request.

Opening Times, Access and Closures

8. Our standard facility opening hours are Monday to Friday 08:00am – 08:00pm, and Saturday 09:00am – 01:00pm. The facility is closed on Sundays and all recognised Public and Bank Holidays. Extended closures may occur during the Christmas and New Year period, typically from Christmas Eve through to 2nd January, due to reduced service demand. Opening hours may vary from time to time, and any changes will be communicated where reasonably possible.
9. Access is available only during published opening hours and is subject to all membership and voucher terms. Memberships and vouchers are structured and priced to reflect the facility's standard opening times, including regular closure days. No refunds, extensions or compensation are provided for closures falling within the published schedule.
10. Occasionally, it may be necessary to undertake maintenance, upgrades, events, or activities that temporarily impact access to facilities. Where possible, reasonable notice will be provided. No refunds, extensions or other compensation will be provided for such closures, although every effort will be made to minimise disruption.
11. Facilities are closed on all recognised UK Public and Bank Holidays. These closures are reflected in the pricing of memberships and vouchers. No adjustment, extension, or compensation will be provided for these scheduled closures.
12. The facility closes annually during the Christmas and New Year period. At our discretion, we may offer a complimentary extension to certain membership types or vouchers to account for this extended closure. Such extensions, if offered, will be communicated separately and are not automatic.
13. The 31 Day Gym Voucher provides access for 31 consecutive calendar days from activation, including any days when the facility may be closed (such as Sundays, Public Holidays, or seasonal closures).

14. The 10 Class Voucher provides access to ten pre-paid classes and does not have an expiry date. Access is still subject to the facility's opening hours and class availability. The facility's closures do not affect the validity or usage of the 10 Class Voucher.

Paying for your Membership

15. All Set Up Fee, Membership Fee and Monthly Payment Fee are waived.

Monthly Direct Debit Membership

16. The membership shall begin on the agreed date of joining as stated on the Membership Contract and continue only if the member continues to pay the relevant fees, either in advance or by Direct Debit.
17. A Monthly Membership may require a payment of pro-rata payment. Monthly payments are made by Direct Debit on or around the specified day of each month.
18. Membership fees must be paid in accordance with these terms and conditions regardless of your level of usage of the facilities. (This does not affect your statutory rights).
19. Healthworks reserves the right to refuse payment by direct debit if persistent problems are experienced in obtaining payment by these means.
20. All fees may be subject to periodical review but we will give you prior notice for any change. You will be entitled to cancel your membership at any time before the change comes into effect.
21. You may only have access to, and use of, the facilities if all your payments to us are not in arrears.
22. You are obligated to make the minimum number of direct debit payments stated on the membership contract, with the first one being paid on the first direct debit collection date and every month thereafter. For the avoidance of doubt, you are obligated to make every Direct Debit Payment regardless of non-attendance, whatever the reason for non-attendance may be. Should you fail to make a Direct Debit Payment then the remainder of those payments will become due immediately.
23. If paying by Direct Debit, your membership will continue after the minimum number of instalments as detailed on the Membership Contract. By commencing your agreement, you agree to honour this commitment.
24. Direct Debits will be administered by Barclays Bank on behalf of Healthworks.
25. All memberships are non-transferable
26. We endeavour to ensure that all facilities, classes and equipment are available during advertised opening times. However occasionally, due to special events, galas, planned and reactive maintenance work and circumstances beyond our control, facilities or equipment may be unavailable or classes cancelled.
27. Any requests to change a membership requires a minimum 14 days' notice, e.g. upgrading or downgrading a membership.
28. A membership can only be downgraded once the minimum number of instalments have been processed
29. Anyone under the age of 18 will require a parent/carer or guardian to set up the direct debit.

30. Please refer to your membership contract for confirmation of any promotional discounts and end dates.
31. Failure to make any due payment will initially result in Us removing Your access to Membership benefits until all outstanding payments owed to Us have been made. We retain the right to formally recover all outstanding balances.

Annual Membership

32. Annual renewal memberships are paid in full at the start of the 12-month period and priced allowing a reduction on the standard monthly charge.

Prices

33. Price reviews are undertaken each financial year and we will provide at least 14 days' notice of any price change.

Freezing Membership

34. We offer the opportunity for members to temporarily suspend or 'freeze' your membership in the event of prolonged absence such as extended holiday, working away or serious illness / injury.
35. During a Freeze you will not pay your normal monthly and not be allowed free access to activities.
36. This freeze is only available to our Annual and Monthly members and to activate this benefit, please contact your Home Club. At the end of the frozen period your monthly RCP will revert back to the appropriate fee. The freeze must be requested and actioned prior to the 18th of the month in order amend the following months direct debit.

Disruption

37. It may be necessary to undertake essential maintenance to the facility and its equipment at any time. Where we have to alter hours of business or change activity programmes, every attempt will be made to provide advance notice and to minimise disruption and inconvenience.

Change of Details

38. Should your personal details change, please notify us immediately. As a valued member we would like to ensure you get all the benefits to which you are entitled, so please let us know if you change your name, address, telephone numbers or email address and we will amend your details accordingly.

Communication

39. So that we can communicate important service level/operational information with you (such as unavoidable activity cancellation and changes to your terms and conditions) we ask you to share your email address and/or mobile phone number. Your email and mobile number will not be used for marketing and promotional purposes unless you consent to receiving marketing information from us. Healthworks will not sell on your details to any third party or disclose any

information to any third party other than our partner organisations or, if required to do so by law. For further information on how we process your personal data please refer to our privacy policy which can be found on our website.

Protection/Privacy

40. Healthworks Newcastle collects and processes your personal data for the purpose of delivery of leisure services. We process your personal data in accordance with the Data Protection Legislation, for further details about the processing of your personal data please see the Full Privacy Notice available on our website.
41. Your information will be used to;
 - a. Assess Your suitability for the service
 - b. Identify any other relevant service You may benefit from
 - c. Evaluate, monitor and evidence the service We provide

Activity Booking

42. You are encouraged to make your Activity Booking in advance to secure Your place, however should You require assistance Our Front of House staff will be able to assist You at the centre. You can book online via the Membership Customer Portal
43. All Activity Bookings for activities NOT included in Your Membership must be paid for at the time of booking and are non-refundable. If You arrive late for Your booked activity, Healthworks has discretion to refuse You access depending on the activity type and any relevant health & safety considerations. All Activity Bookings include an element of a set up time or set down time.
44. All bookings must be made in the name of a specified Member. Bookings are not transferable between customers.

Activity Booking Cancellations

45. Members can book 7 days in advance. Subscription members must ensure they cancel a booking no less than 1 hours before the session start time to avoid a strike against the membership. A strike is issued when a member:
 - a. Makes a late cancellation - a late cancellation is when a member cancels their booking within three hours of the session start time. A late cancellation makes it harder for us to offer a vacant slot to other customers.
 - b. Does not attend their activity
46. Three incidents of non-attendance or late cancellation, within a 30-day period, will result in a strike against the membership account resulting in a 7-day ban on bookings.

These strikes can be viewed in the online membership account.
47. We understand that there will be rare occasions where a customer misses a booking and cannot contact us in advance and when an emergency arises it is not always possible to cancel a booking. Members can contact us to discuss these incidents.

48. We recommend that you cancel your booking via the Membership Customer Portal. Alternatively, you can cancel in person at your Home Centre.
49. If You have paid an Activity Fee and cancel via the Customer Portal in advance of the 1-hour cancellation period, You will automatically be issued with credit note to your account valid for a period of 12 months. Credit notes can be redeemed to their full or part value against future Activity Bookings and Fees.

Conduct

50. We expect our members to behave in a considerate manner and will not accept any aggressive behaviour towards other members or our colleagues. We reserve the right to refuse admission for members behaving in such a manner.
51. Use of any of Our facilities and activities is subject to:
- a. Your adherence to the centre Rules and any other rules pertaining to that activity or facility.
 - b. Availability of the activity programme. This will vary from day to day and at various times. Our programmes often include exclusive sessions for beginners only, for experienced users only, for women only, for children only, for people with disabilities only and for older people only as well as closure for special events and activities. You are deemed to understand that this may restrict Your use from time to time.
 - c. The safe capacity of the facility.
 - d. You wearing attire appropriate to the activity.
52. In all cases, Our interpretation of the Rules and these terms will take precedence and the decision of Our Manager or his / her nominee is final and must be respected. Our managers have the right to:
- a. Refuse admission.
 - b. Ask You or a member of Your party to leave the premises
 - c. Exclude You or a member of Your party in the future from Our facilities at their absolute discretion.
53. We may sometimes need to postpone, alter, cancel or introduce new activities temporarily or permanently at any time for any reason, including in response to customer feedback and/or to withdraw equipment and/or facilities for any reason including but not limited to maintenance, repair and alteration. We will, where reasonably possible, display notices in the facility or contact you by email as far in advance as possible to advise you of such a change.
54. Lockers located at Our facilities are for the use of Members using the facility only and can be used under the following conditions:
- a. You must not take locker keys off of the premises
 - b. We have the right to gain access to any locker at any time if this is deemed necessary; We will empty all lockers each night and store any items found as lost property
 - c. You must not place any illegal goods or consumables, toxic, polluted or contaminated goods, flammable or hazardous goods, living plants or animals, food or perishable goods or waste in the lockers

- d. Lockers are not to be used for valuable items. We accept no responsibility for the criminal activity of others and items left are done so at your own risk
- 55. Your Health is your Responsibility. Exercise carries its own risk, and you should therefore never exercise beyond your ability. If you have any doubts as to your fitness, or you have any medical conditions that may affect your safety through exercise, you should seek advice from your doctor before partaking in the activity.
- 56. When joining, you made the following statement concerning your health:
 - a. I wish to embark on a programme of physical activity and confirm that I do not have any health conditions which may prevent or adversely affect my participation in the exercise programme and/or induction. If my health status changes, I will seek guidance and clearance to exercise from my General Practitioner or other relevant health professional before participating any further in the physical activity.
- 57. You are not permitted to enter the facilities or partake in activities when under the influence of alcohol or illegal drugs
- 58. You are not permitted to bring any animals into any facility with the exception of assistance dogs. If You know You require the use of a guide dog when applying for Membership or during Your Membership term, please inform Us at that time
- 59. You are not permitted to smoke, vape or use e-cigarettes anywhere on the premises or in the immediate vicinity.
- 60. No photography, filming or any type of recording of images or sound is permitted within any centre without You first obtaining permission from the General Manager; within Children's Centres such permission must be evidenced in writing. You must not take any images or recordings of any individuals unless you have their prior express permission, or there is implied permission (for example relating to your own children or family members). The Manager may permit You to take occasional photos or videos if requested at the time, but any formal or more extensive filming or photography must be approved beforehand in writing by a Manager. Managers of the Facilities have absolute discretion in deciding whether such recording activities are appropriate and/or permitted. You are not permitted to record or capture any images, video or audio recordings at any time in changing areas, health suites, spas or toilets.

Car Parking

- 61. Where applicable (depending on facility location) car parking facilities may be made available to you. You may use such spaces only when using the facility.
- 62. We accept no liability for any loss or damage which may result from Your use of the car parking facilities. All such use is at Your own risk.
- 63. Healthworks has no responsibility for the maintenance of car parking facilities.
- 64. Neither Membership nor planned / booked use of the facilities guarantees the availability of a parking space. Spaces are available on a first come first served basis.
- 65. Local Parking regulations can be found on the Newcastle Council website <https://www.newcastle.gov.uk/services/parking-and-permits/car-parks-and-street-parking>

Personal Property, Injury, Illness and Death

66. We will compensate you for any loss or damage you may suffer if we fail to carry out our obligations under this agreement or to a reasonable standard or are in breach of duties imposed on us by the law (including if we cause the death or personal injury to you by our negligence) unless the failure is attributable to:
- a. Your own fault; or
 - b. A third party unconnected with our provision of services under this agreement; or
 - c. Events which neither we nor our suppliers could have reasonably foreseen or forestalled even if we had taken all reasonable care.

Contact Details & Membership Administration

67. For all membership administration enquiries please contact your Home Club,
Telephone:
- a. The Health Resource Centre, Benwell 0191 272 4244
 - b. The Lemington Centre, Lemington 0191 264 1959

Email: Membership@hwn.org.uk

Staying in Touch

68. From time to time we would like to contact you with information. This could include details on your membership benefits, new activities, special events as well as surveys to get your feedback on how we are doing.
69. If you would like to receive this information from us then please provide us with your details and marketing consent upon sign-up.
70. You can change your mind at any time and inform us of such by using the unsubscribe button which will be included in all our e-mail communication,
71. Alternatively email us at Membership@hwn.org.uk
72. Healthworks Newcastle will not sell on your details to any third party or disclose any information to any third party other than our partner organisations or, if required to do so by law. For further information on how we process your personal data please refer to our privacy policy which can be found on our website; <https://www.healthworksne.org.uk/privacy-policy/>
73. If you decide not to opt in to receive news on your membership, offers and events, you may still receive service messages from time to time, i.e. changes to your terms and conditions and unavoidable activity cancellation as per our terms and conditions.