



MEMBERSHIP AGREEMENT

MEMBER DETAILS

FORENAME	SURNAME
TITLE: MR/MRS/MISS/MS OTHER – PLEASE STATE	DATE OF BIRTH
ADDRESS	
POSTCODE	
HOME TELEPHONE:	MOBILE:
EMAIL: WOULD YOU LIKE TO JOIN JAMMYFOX FOR UNIQUE OFFRS/DISCOUNTS? YES/NO	
EMERGENCY CONTACT NAME & NUMBER:	
HAVE YOU USED A GYM BEFORE?	YES/NO
HAVE YOU HAD GYM MEMBERSHIP BEFORE?	YES/NO
MEMBERSHIP TYPE APPLIED FOR:	CARDIA+FOX/STARTER/UNLIMITED/FAMILY/ OFFPEAK/CHILD
MEMBERSHIP FORMAT	ANNUAL/MONTHLY

LEGAL STUFF

I understand that there are inherent risks and dangers associated with indoor cycling and in any exercise connected with indoor cycling and any form of exercise equipment.

Fox Cycling Ltd will ensure that its equipment is safe and well maintained and suitable for the purpose for which it is designed. A qualified instructor will be in attendance at all times that the equipment is available for your use.

In consideration of being allowed to participate in and access classes, facilities and equipment provided by Fox Cycling Limited, in addition to the payment of any fee or charge you undertake to use the equipment in accordance with the directions of the qualified instructor. If you are uncertain about the use of the equipment or do not understand the instructions of the qualified instructor then you must cease using the equipment until such time as you have consulted with the qualified instructor and understand how to use the equipment.

You also undertake not to access classes, facilities and equipment if you feel unwell, have a medical or physical condition which could be aggravated or if you have been instructed by a doctor not to do so.

Fox Cycling Ltd 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 breach any duties imposed on us by law (including if we cause the death or personal injury to you by our negligence) unless that failure is attributable to:

- your own fault
- a third party unconnected with our provision of services under this agreement; or
- events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care.

Our liability to compensate you (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

I agree to the above:

.....*

(signed)

*Parent or guardian must sign for a child 16 years or younger.

ADMINISTRATION AND USE

1. Applicants must complete a membership and health form. The health form is to enable medically qualified Fox Cycling Ltd staff to identify potential health risks based on the information provided at the time of application. A doctor's consent may be required before membership/use of facilities is permitted.
2. Members are only permitted to use the facilities if the membership fee is received by Fox Cycling Ltd into its bank account before the first day of the calendar month to which the fee relates.
3. Membership fees may be changed by giving 2 calendar months' notice to existing members and may be changed at any time for new members. Advice of such change will be prominently displayed on the reception desk of Fox Studio Cycling and an email notification will also be sent to the existing member to the most recent email address held on file.
4. Cancelling sessions within 24hours of that session starting or failing to attend a booked session is not permitted. In this event, for Unlimited members, credits will be removed, and the member's account will be provided a limited number of credits. This will be calculated by adding up the number of sessions booked by that member in the present month, including the missed/cancelled one and subtracting this from 8. So if 5 sessions had been booked, the account would be credited with 3 until the end of the month when the unlimited credits would be reinstalled on receipt of that month's payment. Repeated

offenders of this point may have their membership cancelled. For Basic members, cancelling within 24 hours or failing to attend will result in losing a credit for each session missed.

5. A member's ride credits are for that member's sole use only. The use of member ride credits by persons other than the member to whom they are granted constitutes a breach of this agreement. Membership will be suspended without refund of any fees for the remainder of the calendar month and notice of termination will be deemed to have been given in accordance with the termination of membership clause below (note 6).
6. Child membership: Children *of the member* can ride free providing:
 - The child is registered with an account
 - The child has completed a membership form and health declaration
 - The free place for the child must be booked by using that child's unique code
 - The child and member-parent must ride in the same session.
 - Fox Cycling does not permit children to use the studio unaccompanied by a responsible riding adult. But to make use of the free offer, the adult must be the member.
7. This agreement is a monthly membership agreement. A membership month commences on the first day of the month and ends on the last day of the month. The same monthly fee is payable irrespective of the number of days in the calendar month. In applying for membership, the member understands that the minimum initial term is 3 full calendar months. Payment is due monthly and fees must be sent monthly by bank standing order by the member to arrive in the bank account of Fox Cycling Ltd before the start of the calendar month to which the membership fee relates.
8. Termination of membership. A member may terminate membership by giving at least 2 full calendar months' notice in writing to info@foxcycling.co.uk. Notice of termination will be acknowledged in writing to the most recent email address held on file. The two calendar months' notice of termination may be waived in particular medical situations. In all cases a medical letter as evidence will be required by Fox Cycling Ltd. There are no circumstances in which unused credits for the current calendar month will be refunded.
9. Notice to terminate membership may not be served by the member in the same month that a change in membership type has been made. For example, a member may not change from unlimited to basic membership *and* serve notice to terminate membership in the same month. Notice to terminate can be submitted in writing the following month.
10. All users must be appropriately dressed when using the gym. Appropriate clean footwear must be worn (trainers or cycling shoes).
11. All equipment, must be used in the correct manner for which it was designed and each user must give due regard to their own health and safety and to that of other users.
12. Equipment must be cleaned after each session. Materials are provided to facilitate this.
13. Fox Cycling Ltd will ensure that its equipment is safe and well maintained and suitable for the purpose for which it is designed. A qualified instructor will be in attendance at all times that the equipment is available for your use. However, occasionally faults with equipment will occur during use. Any faults must be reported immediately to the instructor.
14. Members must use equipment for the purpose intended and must follow the directions of instructors at all times. Users must behave responsibly at all times. Fox Cycling Ltd has a zero tolerance policy towards members who abuse staff, instructors or other members. This extends to the use of foul and abusive language and the use of language that could be deemed offensive to race or gender. Fox Cycling Ltd reserves the right to terminate membership without refund in such circumstances.
15. Water consumption is recommended whilst in the studio. Bottled water is available for purchase at the studio
16. Mobile phones must be on silent mode if brought into the studio.
17. Children aged 15 years or younger must be accompanied to their sessions by a responsible adult.

18. Children with child membership as part of their parent(s)' membership package must attend sessions *with* their member parent.
19. Children may be required to undergo a short induction to ensure they are safe to undertake sessions.
20. Family membership is open for up to two named adults and for children aged 18 years and under living at the same address.
21. For family membership, a form must be completed for each member.
22. Sessions booked with a family membership must be booked under the name of the corresponding member (eg children's rides must be booked using the child's unique code. For couples, bookings must be placed under their own names, even if a joint membership code is used).

PAYMENT OF MEMBERSHIP FEES - STANDING ORDERS

A standing order mandate must be completed in all cases and submitted to the member's bank either electronically or by hard copy. This is a monthly membership and will continue until notice of termination is given in accordance with Clause 7 (above). It is the member's responsibility to ensure that payments are made to arrive in the Fox Cycling Ltd bank account before the start of the calendar month to which membership relates.

Before signing this document please read the full terms & conditions of membership as detailed.

I have read, understand and agree to the terms & conditions of membership as defined in the membership pack. I have completed the health form and set up a standing order with my bank. I agree to pay the appropriate fees as set out in the membership information.

Signed:.....*

*Parent or guardian must sign for a child 16 years or younger.

Print name: **Date:**/...../.....