

Membership Agreement (Rules and Regulations)

1. Membership and fee's

- a. Members shall pay a membership fee at the time of joining or renewing at the specified rate.
- b. The minimum member age is strictly 18 years.
- c. All new members are required to provide a copy of a valid I.D within 7 days of joining to confirm age, identity and aid in contact tracing. Failure to provide I.D will result in suspension of the membership agreement until such time as valid I.D is presented.
- d. Members must give written notice to the club of any changes of address or changed phone number. Failing such notice, all communications shall be presumed to have been received within 5 days of the postmarked date. (This includes email and SMS texts)
- e. Dennehy's Health and Fitness reserve the right to refuse application from any client.
- f. Membership is non-refundable, unless there is a written agreement to the contrary.
- g. All payments for ancillary services and products (supplements, merchandise etc) must be made at reception – it is not permitted to pay club employees directly.
- h. Corporate membership rates are available subject to specific restrictions and, in fulfilling these, reasonable proof may be required.
- i. Membership and service rates are set by the company and are subject to change by the company at its discretion. A minimum of 30 days notice shall be provided to the member in any such case using the contact details provided on this form.

2. Membership Cards

- a. Members will be issued with a membership card, which must be used every time they enter the club. Membership cards must not be loaned or used by another person other than the members themselves.
- b. The club agrees to provide one replacement card free of charge should a card be lost. A charge of €5 will apply for the replacement of any subsequent card.

3. Use of the Facilities

- a. The clubs opening hours are fixed by the company and are subject to change.
- b. The company may at any time close the club's premises or any part thereof, without notice, in order to execute repairs, alterations, re-decoration or otherwise.
- c. It is the member's responsibility to ensure that they are capable of undergoing any activity within the club. All activities are taken at the member's own risk.
- d. Suitable attire, as determined by the company, must be worn while using the facilities. Members are required to wear appropriate clean footwear within the facility.
- e. Use of the fitness areas and other club facilities is at the members own risk and under their own medical advice.
- f. Alcohol is not permitted in any area of the club.
- g. Members and guests shall not use the club's facilities while under the influence of alcohol or drugs.
- h. Smoking is not permitted anywhere within the club.
- i. Mobile phone use – please respect other club members with regards to mobile phone use. Have your phone on silent if you need to have it with you and please step outside if you need to take or make a call.
- j. Members should comply with the safe use of all equipment in the club.
- k. Members are expected to arrive for appointments and studio classes in good time.
- l. An instructor may refuse entry, or ask any member to leave a class if they feel their own, or another's safety or enjoyment is in jeopardy.
- m. The company reserves the right to refuse entry to the club's premises at its absolute discretion.
- n. Any member with monies outstanding on their club accounts whether for membership or otherwise can be refused access until all outstanding amounts are settled.
- o. For reasons of health and safety all members and guests must abide by the following
 - To replace free weights and all other equipment after use
 - Ensure timely use of equipment and machines, especially at peak times
 - Wear clean training gear each time you use the gym
 - Members **MUST** at all times carry a towel while in the gym and wipe down machines before and after use
- p. Recording devices – please respect the discretion of other club members with regards to taking photos or recording videos.

4. Lockers

- a. Lockers are provided in all clubs and operate on a €2 Coin return system (Ballincollig) or keys are provided in exchange for a member card or keys (Douglas / Blackpool)
- b. All bags must be kept in lockers and not left on benches or brought into fitness areas, bags left in these areas may be moved by staff for reasons of health and safety.
- c. The club accepts no responsibility for loss or damage to personal property not secured in lockers provided. Property left unattended is left at your own risk.
- d. The company reserves the right to remove the contents of any locker not emptied by the end of the night.
- e. Property cleared from lockers, or left on the premises, shall be donated to charity if unclaimed after 3 days.

5. Liability

- a. The club will not accept liability for any damage or loss to members' or guests' personal property brought onto the clubs premises.
- b. Members purchase all ancillary products and services at their own risk and the club does not accept responsibility.
- c. All activities are taken at the members' or guests' own risk.
- d. No one under the age of 13 yrs is allowed on the gym floor without a personal trainer nor are they to be left unattended in the waiting area by their guardian at any time.
- e. The club or their servants and agents shall not be liable for personal injury sustained by members or guests whilst on the club premises, except in so far as it can be proven that this relates to the willful act, neglect or default of the club or any of their servants or agents. Members and guests who suffer an accident or injury on the club premises must report the accident or injury, and the circumstances in which it occurred, to management immediately following accident or injury.
- f. Members and guests must warrant and represent that they are in good physical condition and capable of doing exercise: if through injury or other reason, such as pregnancy, this is not the case, they must consult a doctor before engaging in an exercise program.

6. Cancellation and Suspension of Membership

- a. If the member is on a 6/12 month membership, they cannot cancel or freeze their membership unless they are advised to do so by a medical professional. It is at the clubs discretion to request for adequate paperwork to support the reason of freezing or cancellation. It is at the club's discretion to determine the suitable period of time for the membership suspension. The club does not offer refunds under any circumstance.
- b. If the member is on a monthly rolling membership, they must follow the terms of the monthly agreement. They may freeze their membership if done so under the terms and conditions of their monthly agreement. The club does not offer refunds.
- c. Dennehy's Health & Fitness Ltd. reserves the right to request a letter or certificate from a medical professional at any time during the course of a membership should concern arise, stating that you the member are fit to carry out an exercise program. A period of 7 days will be afforded to you, to obtain the required document, should the document not be obtained and presented to us within that period, Dennehy's Health & Fitness Ltd. reserves the right to terminate the membership and return any funds due to you the member until such time as a certificate can be obtained.
- d. In the event of enforced closures for a period of 1 month or more, such as those experienced during the covid-19 lock down, all memberships shall be frozen and time added to reflect the closure period. Refunds shall not be offered.

7. Essential Information for Club Users

- a. By Using the facilities of Dennehy's Health and Fitness, it is most important you do the following:
 - You must replace free weights and equipment after use.
 - You must wear appropriate clothing and footwear at all times.
 - You must comply with the rules of the club.
 - You must ensure you are fit to undertake the activity you are participating in.
 - You have taken all the relevant medical and professional advice to ensure your safety, to verify your fitness and to confirm your suitability for membership.
 - You will seek instruction from the clubs fitness team, so as to make you competent what you are undertaking (including the use of relevant equipment).
 - You will take reasonable precautions to ensure the safety of yourself and others.
 - You will immediately inform a member of staff of any accident or incident that occurs.
 - Members wishing to report problems with services at the club should contact the club Manager. (Simply ask at reception).