Fit For Her Membership Form

Personal Details

Membership No.

Surname

Forename

Address

Town

Membership Details

Transaction

Category

Start Date

Commitment End Date

Source

Salesperson

Payment Details

Amount to be collected monthly by Direct Debit payment starting on:

Admin and Joining Fee

Pro-rata fee for first month

Total paid

Terms and Conditions

1. Definitions:
1.1 The Club: Fit For Her.
1.2 The Club Rules: The rules and regulations of the Club, as amended from time to time. A copy of the Club rules will be supplied to you with your application for membership and further copies will be made available on request.
1.3 Commitment Period: The minimum term you are committing to remain a member of the Club from the Start Date of to the commitment period end date of (subject to extension if your membership is suspended).

2. Membership:
2.1 By signing this Membership Application Form the member agrees to comply with these Terms and Conditions of Membership and the Club Rules.
2.2 You will only be permitted to use the Club facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the Club.

3. Duration:
When you join the Club you are agreeing to remain a member for the Commitment Period. If you choose to pay your membership fees monthly, your Club membership will continue automatically after the Commitment Period end date at the fee rate applicable to your membership type and category of membership at that date, but subject to termination in accordance with paragraph 7.2(b). If you choose to join the Club by paying your Commitment period membership fee in advance, your Club Membership will terminate automatically on expiry of the Commitment Period.

4. Fees:
The Club will set the level of fees and will review such fees periodically. The Club reserves the right to change the level of fees from time to time, but guarantees that your fees will not increase during your Commitment Period. For any changes to the monthly fee, we will give you at least 30 days written notice. The following fees prevail:
4.1 Membership fee; The level of membership fees shall be determined according to the type and category of membership.
4.2 Joining fee; A joining fee may be payable as specified in your application form. Your joining fee goes to start up costs.
4.3 Guest user fee; A fee will be set by the Club from time to time in respect of guests of members who wish to visit the Club and use the facilities.
4.4 Other Fees; All other fees and prices for the sale of goods at the Club, locker rental, solarium, bar/restaurant and any other services will be set by the Club from time to time.
4.5 If your bank fails to make a due direct debit payment from your account, we will write to advise you of this. We may apply to your bank for payment by direct debit twice within one calendar month and we reserve the right to refer any missed due payments to a debt collection agency. We may charge a fee of no more than £15 for failed direct debit payments and of no more than £5 for letters sent to you in respect of unpaid amounts.
4.6 Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder of the commitment period will automatically become due and payable in full.
4.7 Any unpaid and overdue membership fees referred to a debt collection agency will be subject to a surcharge of no more than £30 to cover the collection costs incurred. This surcharge, together with all other charges and legal fees incurred in the collection of the overdue membership fees, will be the responsibility of the member and will be legally recoverable from the member.
4.8 We may charge a reasonable fee of up to £35 for any of the following: replacing lost membership cards, removing or adding Associate members, changing membership category and transferring memberships.

5. Member Rewards Scheme:
The Club may operate a referral scheme whereby you will receive a financial benefit for introducing new members to the Club.
5.1 If the member you introduce joins on a Direct Debit membership, you will receive the benefit monthly (in arrears and after the first Direct Debit payment has been made by the referred member) against your account or your monthly Direct Debit fee, with the following conditions:
a) You will only receive this benefit if your membership, and that of the referred member, are both current.
b) You will only receive this benefit if the referred member 's membership is not suspended.
c) The amount you benefit is fixed at the time of the referred member joining the Club. This will only change if the member you refer changes their type of membership, in which case the benefit you receive may be increased or reduced accordingly.
d) The Club may set a limit as to the number of members you are able to refer.
5.2 If the member you refer joins on an annual membership, you will receive the benefit due against your account or your monthly Direct Debit fee as one lump sum upon the referred member joining the Club.

6. Suspension of Membership:
A Member may, if he/she is unable to make use of the Club facilities by reason of illness or injury, suspend his/her membership for one continuous period of at least 1 month and a maximum of 3 months. 30 days written notice must be given to the Club and the Club shall have the right to request a doctor's certificate. A reduced monthly fee will be charged by the Club during the suspension of membership. Any suspension during the Commitment Period will extend the length of the Commitment Period by the length of the period your membership is put on hold. Notice to terminate membership cannot run concurrently with a suspension period.

7. Termination:
7.1 Termination by the Club
We may terminate this agreement in the following circumstances:
(a) if you commit a serious or repeated breach of this agreement or the Club's rules of membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;
(b) If any part of your membership fee remains unpaid 30 days after its due date for payment, or
(c) If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.
If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable costs incurred.
7.2 Termination by you
You may terminate this agreement in the following circumstances:
(a) You can give notice to terminate at any point during the Commitment Period but this cannot end your membership before the end of the Commitment Period.
(b) You may terminate your membership by giving the Club at least 1 full calendar month's notice, so that your membership will terminate at the end of the following calendar month after notice was given.
(c) Cancelling your direct debit instruction for the payment of fees is not sufficient.
(d) You may terminate this agreement on 1 calendar month's notice if you are unable to use the Club through serious illness or injury likely to preclude you from using the Club for a period of least 6 calendar months. (We will request reasonable evidence of your illness or injury – e.g. a doctor's certificate).
(e) You may also terminate this agreement if:
a. We permanently reduce the facilities or opening hours of the Club
b. We change the location of the Club; or
c. We close the Club for refurbishment for a period of more than 30 days at a time.

8. QR Code Access:
8.1 A QR Code shall be issued to all members upon joining the Club to be used to gain entry to the Club. The QR Code is not transferable and any members allowing their QR Code to be used by another person is in serious breach of these Membership Terms and Conditions and will entitle the Club to terminate membership without notice in accordance with Clause 7 above.

9. Club Rules:
9.1 The Club may amend the Club Rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the Club. Permanent changes to the Club Rules will only be made after at least 30 days notice to members, except in the case of emergency.
9.2 The Club reserves the right to adjust the availability of certain facilities or close the Club on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.

10. Restriction of Liability:
10.1 Subject to paragraphs 10.2 and 10.3, the Club will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Property stored in lockers provided by the Club is stored at the owner's risk and no liability for loss or damage thereto will be accepted by the Club.
10.2 Our liability to compensate you for any loss or damage (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.
10.3 The Club accepts liability for damage, accident, death, personal injury or other loss sustained by members or guests on the Club premises to the extent caused by its negligence or the negligence of its employees and agents (during the course of their employment and agency, as appropriate) unless that failure is attributable to:
(a) Your own fault
(b) A third party unconnected with our provision of services under this agreement or
(c) Events which neither we nor our supplier could have foreseen or forestalled even if we had taken all reasonable care.

11. Health & Safety:
Members must read all Health and Safety notices displayed in the Club and comply with their recommendations.

12. Sale of Club:
In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new owner and you will continue as a member of the Club and continue to pay your membership fees provided no changes to these terms or the Club rules having a material adverse effect on your use of the Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.

13. Notices:
Notices from you to the Club must be in writing and addressed to the general manager at the Club. The Club reserves the right to require evidence of posting or delivery where it has no record of receipt or the date of any notice appears inconsistent with the date of receipt. In these cases the notice will be deemed not given unless such evidence is produced. Any notice handed to the Club must be receipted. Notices from the Club to you will be posted to you at your address in the membership records (or, where these terms permit, displayed on notice boards at the Club).

Application Declaration - Before signing please read the terms set out below and above

I confirm the above information is correct and apply for membership of the Club under the standard terms and conditions which I have had an opportuntiy to read and discuss with the Club. In particular I understand and have discussed the following with the Club:
i) My membership will continue automatically after the commitment period end date unless notice is given as per the standard terms and conditions. After the Commitment Period I may terminate my membership by giving the Club at least 1 full calendar month's notice, so that my membership terminates at the end of the following calendar month after notice was given.
ii) I may request suspension of my membership by reason of illness and/or injury for one continuous period of at least 1 month and a maximum of 3 months. I understand 30 days written notice must be given to the Club and the Club has the right to request a doctor's certificate. I understand a reduced monthly fee will be charged by the Club during suspension . Any suspension during the Commitment Period will extend the length of the Commitment Period.
iii) I acknowledge that my initial membership of the Club is from the start date of to the commitment period end date of (subject to extension if my membership is suspended) and agree to pay in full due to the respect of this Commitment Period.
iv) I confirm having received the following documents: [ ] This Membership Application [ ] Club Rules [ ] Direct Debit Mandate [ ] Additional Information Form [ ] Privacy Notice

Member Signature | Date | Signed for on and behalf of the Club

PRIVACY NOTICE - By completing this form you agree and accept that we may gather, process, store and/or use the personal data you disclose for the purpose of providing you with the services defined in this membership agreement. Please confirm you have read our privacy notice by ticking this box [ ]

CLUB COPY

Privacy Notice

Fit For Her is committed to protecting your privacy. This Privacy Notice explains our data processing practices and your options regarding the ways in which your data is used. If you have any requests concerning your personal information or any queries with regard to our processing please contact us at Fit4her@mail.com.

1.0 Use of your information and your preferences

Fit For Her will only process (collect, store and use) the information you provide to us in a manner compatible with the EU's General Data Protection Regulation (GDPR). We are committed to ensuring that the information we collect and use is appropriate for the purposes listed below and does not constitute an invasion of your privacy. We are also committed to applying rigorous security measures when managing your data to minimise the risk of unauthorised access or disclosure

2.0 Consent

By taking out a membership, filling in a contact form on our website, or using a mobile app we provide to you, you agree and accept that we may gather, process, store and/or use the personal data submitted in accordance with the terms set below. If you are under the age of 16, Fit For Her will not collect or process your details unless we have also received the consent of an adult who has parental responsibility for you.

3.0 Personal Data Collected

3.1 Identity and contact details of the data processor

Personal data collected by us and stored via our website or mobile app is processed on our behalf by ClubWise Software Ltd, 6 Tower Court, Horns Lane, Princes Risborough, Bucks, HP27 0AJ Company Reg: 3843268. Your data is stored in the UK. From time to time it may be made visible to employees of ClubWise Development India Pvt. Ltd, Office No. 101, First Floor, Fourtune Arcade, Yeolekar Mala, College Road, Nashik – 422005, Maharashtra for the purposes of software support. The data processor and group companies belonging to it are required by us to process your data in strict compliance with the GDPR.

3.2 Purposes of processing and legal basis

The principal purpose of collecting your personal data is to provide you with the services defined in your membership agreement. To this end, you agree and accept that we may use your personal data to:

- Contact you in respect of your membership
- Manage your club access
- Facilitate member rewards (if applicable)
- Resolve any problems you may have and improve our service to you
- Comply with our legal and regulatory obligations

We use the personal data submitted to us only in accordance with the applicable data protection legislation. Our employees and third-party providers are under an obligation to respect your data privacy.

3.3 Marketing

If you consent, we may send you marketing information by e-mail or sms about products and services which we believe may be of interest to you. We will always provide the ability to review or change your preferences or unsubscribe from marketing information with immediate effect. You can also make your request via e-mail to Fit4her@mail.com.

3.4 Data we collect

When you take out a membership with us, the following personal data may be collected and processed in accordance with the purpose and legal basis described above and may include: name, address, contact details (including e-mail and mobile phone number), gender, date of birth, attendance history, marketing preferences and bank details for billing. Some data is collected automatically through using our web site (see section 3.7 below).
Certain features of our mobile app may connect to your social networking sites to enable you to follow or be followed by other members of Fit For Her. As a result, Fit For Her may process information from your social networking profile, but only if you consent to allow your social networking site to make information available to the app. You understand that, by creating an account for the mobile app, Fit For Her will be able to identify you by your profile.

3.5 Obtaining or changing your details

Fit For Her can confirm to you the details of any personal data we hold about you and how it is processed on your request. You may also ask us to correct or delete personal information we hold about you at any time, so long as this information is not required in order to fulfil our service to you.
For more information, request your details or advise us of any changes, please either:

- Send an email to Fit4her@mail.com or;
- Write to us at: 21a London Road , Southampton, SO15 2AD

We may require that your request be accompanied by a photocopy of proof of identity or authority, such as a driving license or passport. Mobile app users are able to maintain some of their personal data directly. Note that if your account is in arrears you will be unable to use this functionality and you will be directed to contact us accordingly.

3.6 Third party disclosures

Your information may be passed to and used by all Fit For Her companies. Your personal data is also passed to our data processor for the purpose of providing our services to you (see 3.1). Your data will not be shared with any other third-party service providers without obtaining your prior consent. Any third parties that we may share your data with are obliged to keep your details securely, and to use them only to fulfil the service they provide you on our behalf. When they no longer need your data to fulfil this service, they will dispose of your details in line with Fit For Her procedures.
We will never pass your personal information to anyone else, except where we are required or permitted to do so by law, for any successors in title to our business and suppliers that process information on our behalf both in the UK and abroad. We may also use and disclose information in aggregate (so that no individual customers are identified) for marketing and strategic development purposes.

3.7 Cookies

A cookie is a small amount of data, which often includes a unique identifier that is sent to your computer browser from a website's computer and is stored on your device's hard drive in the form of a text file.

3.7.1 How do Fit For Her use cookies?

Cookies are used to control an online session and provide security such as a time-out function. Fit For Her only issues session specific cookies which store no personal or transactional data.

3.7.2 Third Party Cookies: Google Analytics

Fit For Her may use Google Analytics for SEO purposes and to improve their online marketing efforts. For a detailed explanation of how Google Analytics cookies work please visit:
https://developers.google.com/analytics/resources/concepts/gaConceptsCookies

3.8 Other web sites

Our web site may contain links to other web sites which are outside our control and are not covered by this Privacy Notice. If you access other sites using the links provided, the operators of these sites may collect information from you which will be used by them in accordance with their privacy notice, which may differ from ours.

4.0 Data Retention Period

As a prospective member that has consented for us to contact you, Fit For Her will retain your data for up to 12 months, unless you notify us that you no longer wish to be contacted. If you join us, Fit For Her will retain your data for as long as you are a member. On termination of your membership, your personal data will be stored for a maximum period of 6 years for the purposes of responding to you in the event of any future indemnity claim that may arise. After this period, your personal data will be anonymized so you can no longer be identified from the information we hold.

4.1 Your rights as a data subject

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:
a) Right to be informed – you have the right to know how your personal data is being used
b) Right of access – you have the right to request a copy of the information that we hold about you.
c) Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete.
d) Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records.
e) Right to restriction of processing – if you believe the basis for processing your data as described in section 3 of this notice no longer applies or if you contest the accuracy of the information we hold about you, you have a right to request restrictions to the processing of your data.
f) Right of portability – you have the right to have the data we hold about you transferred to another organisation.
g) Right to object – you have the right to object to certain types of processing such as direct marketing.
h) Right to object to automated processing, including profiling – you also have the right to not be subject to the legal effects of any automated processing or profiling.
Note that if Fit For Her refuses a request from you under rights of access, we will provide you with a reason as to why.
Finally,if a data breach occurs which compromises your personal data, you have a right to be informed within 72 hours of us first becoming aware of the breach.

5.0 The Right to Complain

If you believe that your data is being processed unfairly or you have any other concerns about the way that Fit For Her or it's designated processor is handling your data, you have the right to complain to the Information Commissioners Office (ICO). Please visit www.ico.org.uk for more information.

6.0 Privacy Notice Changes

Fit For Her reserves the right to update this Privacy Notice at any time, in particular pursuant to any changes made to the laws and regulations in force. We would recommend that you check these rules from time to time to stay informed of our procedures and rules relating to your personal information.

7.0 Contact Us

If you have questions relating to this privacy notice, you can:

- Send an email to Fit4her@mail.com or;
- Write to us at: 21a London Road, Southampton, SO15 2AD

Fit For Her - Club Rules

To help keep the atmosphere and create a respectful environment for all members we politely request that the following rules be observed

OPENING HOURS
The Club's opening hours, as amended from time to time, are displayed at reception.
Members must ensure they cease use of the Club facilities at least 30 minutes before the Club closes to allow adequate time for showering and dressing.

GUESTS
Admitted on payment in advance of the Guest Fee. Guests must book with the Club in advance. Members must accompany their guests at all times and members shall not leave the Club premises before their guests. All guests must sign the guest book and the appropriate Physical Activity Readiness Questionnaire. The Club reserves the right to refuse admission to a guest for reasons of health and safety or if the proposed guest has previously not complied with Club rules.

FITNESS AREAS
Club approved footwear and clothing must be worn at all times. Access to the fitness areas may be limited in the event of classes or pre-organised sessions. Details of these will be posted on Club notice boards.

SAUNA/STEAM ROOM
Members must ensure they are aware of the age restrictions (as displayed on Club notice boards, or as instructed by staff) applying to the use of the Sauna/Steam Room by minors. Minors must be supervised by an accompanying adult at all times unless otherwise permitted by the Club. Members and Guests must shower after using the Sauna and Steam Room and before using the Swimming Pool. Shaving and exfoliating are not permitted in the Sauna or Steam Room.

SUNBED FACILITIES
Members must ensure they are aware of the age restrictions (as displayed on Club notice boards, or as instructed by staff) applying to the use of the Sunbeds and other tanning facilities. Members and Guests should ensure that they familiarise themselves with the Sunbed and tanning information notices and complete the questionnaire issued by the Club prior to their first session. Safety goggles must be worn whilst Sunbeds are in operation. Members and guests are requested to clean the Sunbeds before and after use with the fluid provided.

CHANGING ROOMS
No children are allowed in the changing room of the opposite sex once they have reached the age determined by the Club. Club staff or other users of the changing rooms at the time may agree to relax this particular restriction in particular circumstances.

LOCKERS
For security reasons, Members and Guests are asked to store personal belongings in the lockers provided. All usage of lockers is governed by the membership terms and conditions. Lockers are provided on a daily basis only, and items left overnight will be removed on the following day and treated as lost property.

SWIMMING POOL (If Applicable)
No running, jumping or diving in Pool areas is allowed. Minors using the Pool must be suitably supervised at all times as required by the Club. Pool areas are not supervised by the Club staff at all times. For reasons of Health and Hygiene, it is necessary for all Members and guests to shower before entering the Pool. Showers are provided for this purpose in the changing areas and/or on poolside. Members and guests with verrucae, athletes foot, or similar communicable maladies must not use the Pool. Radios, lilos, buggies and anything which the Club in its absolute discretion considers to be a hazard or otherwise detrimental to the use of the Pool and its environs are not permitted. Members and guests are asked to wear conventional swimming costumes only. Babies and children are also required to wear appropriate costumes. All children under the age of 2, or not yet toilet trained must wear Aqua Nappies whilst in the Swimming Pool. The Pool may be reserved at certain periods for adults only sessions, swimming lessons or children's parties. Prior notice will be displayed on Club notice boards. No food or drink is to be taken in or consumed in the pool area.

LOST PROPERTY
All lost property found on the premises should be handed in to the Club reception. Items whose ownership cannot be identified will be stored by the Club for six weeks and then donated to local charities. Items which appear valuable may be sold with the proceeds donated to charity.

SAFETY AND HYGIENE
In the interest of Safety and Hygiene, no crockery or glasses are allowed in the changing rooms, fitness areas, dance studios, swimming pool and other activity areas. No pets will be allowed in the Club premises, with the exception of guide dogs. Entry to the Club is only permitted at the Club reception and entrance. Fire exits, which are clearly marked, are there in the interests of safety and members and guests must not interfere with these doors for any reason. In the event of an emergency evacuation, members and guests must immediately make their way in an orderly fashion to the nearest available exit.

BEHAVIOUR
If any member shall cause nuisance or annoyance to other members, guests or Club staff, or misuse the Club facilities, or breach any etiquette guidelines, or generally behave inappropriately, the Club reserves the right to refuse admission or suspend or terminate membership. In particular, abusive language, threatening or violent behaviour will not be tolerated. All minors using the Club must be supervised by an accompanying adult at all times. No photography (including the taking of images through a mobile phone or camcorder) is allowed in any area of the Club.

COMMENTS AND COMPLAINTS
Please refer to any comments or complaints to a member of the Club staff. Written complaints must be addressed to the Club General Manager.

GENERAL
No food or drink, alcoholic or otherwise, or illegal substances may be brought into and consumed within the Club or its grounds.
The Club is a non smoking environment.

PHYSICAL ACTIVITY READINESS QUESTIONNAIRE
Upon joining the Club all new members are required to complete and sign a Physical Activity Readiness Questionnaire. The purpose of this is to ensure that the Club's staff are fully informed of any physical or medical condition which could affect the members ability or suitability to take part in physical activities. Only if the Club's staff are fully and accurately informed, can they assess the member's health and fitness level and prepare an appropriate exercise program. The Club strongly recommends that all members seek medical advice before commencing a new exercise programme and The Club reserves the right to request a doctor's certificate and to reject a membership application if a satisfactory doctor's certificate is not received by The Club.

Health Commitment Statement

Our commitment to you: 1. we will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities. 2. we will make every reasonable effort to make sure our equipment and facilities are in safe condition for you to use and enjoy. 3.We will take all reasonable steps to make sure that our staff are qualified to the fitness Industry standards as set out by the Register of Exercise Professionals.4. If you tell us that you have a disability which puts you at a substantial disadvantage In accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us: 1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition what might interfere with you exercising safely before you use our equipment and facilities, you should get advice from a relevant medical professional and follow that advice. 2. You should make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you. 3. You should let us know Immediately if you feel Ill when using our equipment or facilities. Our staff are not qualified doctors, but there will be a person available who has had first aid training. 4. If you have a disability, you must follow any reasonable Instructions to allow you to exercise safely. Your Health is your responsibility. The management and staff of this organization are dedicated to helping you to take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other."
This statement Is legally binding agreement between you and us and does not create any Obligations which you are we must meet.

Signed: Date: