

Forge Fitness UK – Home of CrossFit Rotherham

Membership Terms and Conditions

Company Address: Forge Fitness UK, Home of CrossFit Rotherham, 1 Henley Grove Road, Rotherham, S61 1RS

By signing up for a membership (adult or child) or a foundation package, nutrition plan or Forge Fitness Personal Training you have agreed to a recurring monthly membership autopay.

The first membership subscription shall be due and payable upon purchase of a foundation course, PT plan, group classes, additional programming or monthly membership. Subsequent payment subscription shall be due on the first of the month, billed in one-month increments.

Memberships are paid in full at the start of each billing cycle.

Memberships are subject to change at any time with 30 days notice.

Terms

1. Foundation Course – After your initial four weeks of complimentary membership, you will revert to a full unlimited membership fee (please see current prices on the website) – which will be pro rata'ed for month one, and subsequent payments will be due on the first of the month, billed in one-month increments.

2. Payments – Payments are taken as a card payment monthly via Zen Planner

2.1 Without prejudice to any other right or remedy we may have, if you fail to pay membership fees on the due date we may;

(i) Suspend all services until payment has been made in full

(ii) Where such sum has been outstanding for more than 28 days, engage a collections agency to recover the debt.

3. Membership Cancellation - Memberships may be cancelled at any time with a 14 days notice prior to the billing date on all memberships and foundation packages, except agreed 12 month contracts and 3 month personal training packages* Cancellations must be requested via email to: finance@crossfitrotherham.co.uk in order to be processed.

3.1 (*If a 12 month contract is terminated early – a fee of 40% of the outstanding amount is payable – as per original contract.)

3.2 If you choose to cancel your CrossFit membership and then decide to rejoin it will be at the current prices and service offerings as seen on the CrossFit Rotherham website.

4. Membership Upgrades – To change your membership package, please email: finance@crossfitrotherham.co.uk stating which membership you would like to change to. Changes will be implemented at the start of the next billing cycle.

4.1 All membership options and personal training options can be seen on CrossFit Rotherham membership webpage.

4.2 If you upgrade your membership you will be liable for the increase in fees

4.3 All membership downgrades need a minimum of a 5 working days notice before the next billing cycle. (Not applicable to 12-month contracts)

5. Membership Transfer – You are unable to transfer your membership to another person.

6. Membership Holds – Memberships may be put on hold after recommendation from a registered GP following injury or pregnancy. Alternate reasons will require you to cancel your membership and rejoin at the membership prices at that time.

7. Class Sign Up

All members must sign up for class via Zen Planner in order to attend. If you know you are unable to make a class at any time, please respect your fellow members and cancel your reservation to allow someone else to take the spot.

8. Refurbishment, Repair & Competitions

You acknowledge it may be necessary for us to close parts of or the whole gym from time to time to carry out refurbishments or repairs or host competitions and events.

9. Gym Etiquette and Conduct

9.1. You agree to not abuse the facility or equipment at the gym or Forge Fitness employees or any other member; and damage made to the property or equipment will be paid for by yourself.

9.2. If you bring your child/children to the gym please be aware that you are fully liable for the care and actions of that child.

9.3 During the CF kids and Teens classes, we ask all adult members to book onto open gym via Zen and do not use the rig, assault bikes, rowers or main gym floor 15 minutes before the class starts and during class.

10. Limitation of liability.

10.1 This condition sets out our entire financial liability (including any liability for the acts or omissions of employees, agents, consultants, and Subcontractors) to you in respect of

(i) Any breach of the Contract.

(ii) Any use made of the Services.

(iii) Any representation statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.3 We shall not be liable for any Services offered by any third parties including Personal Trainers who are self-employed.

10.4 Nothing in these Conditions limits or excludes our liability:

(i) For death or personal injury resulting from negligence.

(ii) For any damage or liability, you incur as a result of fraud or fraudulent misrepresentation.

10.5 Subject to the other provisions of this clause, we shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.6 Subject to the other provisions of this clause, our total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract, shall be limited to the charges that you have paid to us in the 12 month period preceding the date of the act or omission giving rise to the claim.

10.7 Every occasion the Box (Gym) is used, CrossFit Rotherham, its employees, agents and subcontractors will not be liable for any loss, damage or theft of any property brought onto any of our premise.

10.8 The above limitations do not exclude the right of the member to recover any appropriate loss under the law having regard to the Unfair Contract terms Act 1977 and/or the Unfair Contract terms in Consumer Contracts Regulations 1999 or other relevant consumer legislation or at common law.

11. PANDEMIC POLICY

11.1 In the event of a pandemic where we are ordered to close our premises by the Government or in the event of a 14 day close down owing to isolation reasons all classes will transfer to an online or outdoor setting as determined by government guidelines. Membership fees still apply and the notice period is still in effect.

12. DATA PROTECTION

12.1 We take the privacy of our members seriously. If you have any questions about how we use your personal information, please do not hesitate to contact our Owners at the Company Address.

12.2 We will endeavour to use whatever method of communication deemed appropriate to notify you of gym information in order to best serve your experience and assume that the information provided by you is correct and an acceptable method to provide you with this information.

12.3 We may use your personal information to provide and personalise the Services and to provide you with information about our similar products and Services that may be of interest to you. Our GDPR and privacy policy is available to view on our website.