



MEMBERSHIP TERMS

1. Once you have signed up to New Age Fitness on this website, you will be sent a confirmation email.

This agreement and your membership commence as soon as this confirmation email has been sent.

2. Your membership and this agreement are not transferable. You may not transfer your membership to anyone else, even temporarily.

3. Sharing PIN codes will result in immediate membership cancellation with no refund.

PAYMENT

4. Your enrolment fee and your first month's membership fee may be taken immediately by credit or debit card, if not then this is payable on the first direct debit payment date.

5. Thereafter, your monthly membership fee will be debited on the same day of each month. This extends your membership to New Age Fitness for one month.

6. Enrolment fees and monthly membership fees are not refundable under any circumstances.

CANCELLATION OF MEMBERSHIP

7. If you cancel your membership and then wish to reinstate it, you will be required to follow the sign-up process again, which may include paying the enrolment fee.

8. We reserve the right to cancel your membership if you breach any of our membership rules.

9. By agreeing to these terms and conditions, you are agreeing to comply with our membership rules.

10. We reserve the right to amend our membership rules at any time.

11. If we waive any breach of this agreement, we have the right to enforce the terms of the agreement at a future date.

12. We may assign the benefits of this agreements and our rights under it to a third party on notice to you. This will not affect your rights under this agreement.

13. We require a minimum of 5 working days to cancel your membership prior to your next payment providing you are no longer in contract.

PAR-Q / HEALTH QUESTIONNAIRE

You warrant, declare and acknowledge that:

1. The information given by you in entering this agreement is correct and will be relied upon by us.
2. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well being or physical condition. Further, that you will advise us immediately should your health or vulnerability to injury change.
3. You have read and understood this agreement and all of its the Terms and Conditions before accepting them above.
4. This agreement will become binding upon both parties once you have checked the "I agree to the T's & C's and Health Questionnaire" box and the "Continue to CONFIRM PAYMENT" button has been clicked.

DISCLAIMER

- 1. Neither the gym nor the employees or agents of the Gyms shall be liable for any loss, damage or theft of personal property belonging to the member, or any guest of the member, occurring on the gym premises.*
- 2. Neither the gym nor the employees or the agents shall be responsible for any injury occurring upon the gym premises as a result of the misuse of the facilities and/or equipment provided by the gym.*
- 3. Members and guests who are in any doubt as to their physical fitness should seek medical advice before training.*

PRIVACY POLICY

The protection of your data and its use is important, and we want you to understand what information we hold, how we use it and what your rights are. This privacy policy explains how we collect information, what we use the information about you for, the basis on which we collect it and your rights.

The information we hold is collected and managed by New Age Fitness. The website and agreements are all owned by New Age Fitness. Our registered office is at New Age Fitness, 5 Pollock Ave, Hamilton ML3 9SZ.

You can contact our DPO and raise any questions about your data via the email address - enquiries@new-agefitness.co.uk

The personal information we collect and hold

Website data: We will collect data such as your name, address, email address and telephone details on enquiry form completion.

How we use and disclose personal information

We use your personal data for the following purposes:

- Assessing a contact form and responding to an enquiry

How long will we hold your personal information?

Where we have personal information which you have consented for us to use we will hold it for the period the consent remains in force and any other period we need for regulatory or other legal reasons. You may remove your consent at any time.

To add, update or delete any information we hold please contact us on the details below. We'll then update your records if we can.

Please see below in relation to your rights to have data erased, rectified or for you to access it and for you to object to any processing or to transfer it.

Your Rights

You have a number of rights in relation to your personal information.

These are:

- The right to confirm if we are using data about you and to access details about what we are using and how;
- The right to lodge a complaint with the Information Commissioners Office;
- The right to request we rectify any inaccurate data corrected or to have data which is incomplete for the purpose we hold it completed;
- The right to be forgotten. Which is the right to ask us to delete information about you and if it is appropriate to do so we will do so;
- The right to restrict what we do with data in specific circumstances, including where the accuracy of the data is contested, processing is unlawful but you do not want us to erase the data or if we only need the data to meet legal requirements;
- The right to receive the data we hold about you in a format you can use to transfer the data electronically elsewhere.

You are also able to withdraw any consent you have provided for use to use your data at any time. This is opting out and the process is set out below.

General

Your privacy and data protection is very important to us and we comply with all aspects of the Data Protection legislation and ensure that any third parties we engage do so. You can find out more about your rights to data from the Information Commissioners Office.

We're based in the UK and your information will not be transferred outside the European Economic Area.

Cookies

When you visit our websites, we may store some information (commonly known as a "cookie") on your computer. Cookies are pieces of information that a site transfers to your hard drive to store and sometimes track information about you. Cookies are specific to the server that created them and cannot be accessed by other servers, which means that they cannot be used to track your movements around the web. Passwords are not stored in cookies.

How we use cookies

A cookie helps you get the best out of our website and helps us to provide you with a more customised service.

Cookies expire once you close your browser.

You can block or erase cookies from your computer if you want to (your browser's help screen or manual

should tell you how to do this), but if you chose to do so you will not be able to access most parts of our website which are reliant on the use of cookies to operate correctly and will not work if you set your browser not to accept cookies.

Please note, that if you set your browser to reject cookies you may not be able to use certain aspects of our websites.

Anonymous Site Statistics

We may automatically collect non-personal information such as the type of internet browsers being used to view our Site. You will not be identified from this information and it is only used to assist us in providing an effective service on this Site.

Contact Us

If you have any enquiry relating to your personal information, you can do so by sending an e-mail to us at enquiries@new-agefitness.co.uk

(Please note that because of the insecure nature of emails we cannot accept any responsibility for data lost or intercepted in transit.)

Health Commitment Statement

For Staffed Facilities

Year: 2020 | Version: 1.0

Expires: 31/08/2021

We are dedicated to helping you take every opportunity to enjoy the equipment and facilities that we offer.

With this in mind, we have carefully considered what we can reasonably expect of each other.



Relating to COVID-19 (coronavirus)

Coronavirus is highly contagious (it spreads easily). Your health and the health of other gym users is your responsibility.

Our commitment to you

1. We will put in place the government guidelines published online at www.gov.uk. These guidelines are aimed at reducing the risk of spreading coronavirus.
2. We will carry out a risk assessment and make changes to manage social distancing and provide effective infection control.
3. We will provide you with information about these changes, including any rules that we ask you to follow.

Your commitment to us and other gym users

1. Do not enter the gym if you or anyone in your household has coronavirus symptoms.
2. By entering the gym you accept that even though we have put in place the government guidelines, you are still at risk of getting coronavirus. Make yourself aware of the government guidelines published online at www.gov.uk about protecting yourself and others from coronavirus, and follow them.
3. Make yourself aware of the changes we have made and any rules we ask you to follow, and follow them.

Relating to exercise

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 take reasonable steps to make sure that our equipment and facilities are clean and safe for you to use and enjoy for the normal purpose they were intended for. Bear in mind that we are not able to clean or inspect equipment and facilities after each use.
3. We will take reasonable steps to make sure that our staff are qualified to the fitness-industry standards set by the Chartered Institute for the Management of Sport and Physical Activity.
4. If you tell us 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. Do not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which 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. Make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. When you are exercising, you are responsible for the risks involved. You should not carry out any activities which you have been told are not suitable for you.
3. Let us know immediately if our equipment or facilities are unsafe to use or if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.
4. If you have a disability, follow any reasonable instructions to allow you to exercise safely.