YMCA Gym (part of YMCA North Tyneside)

Terms and Conditions of your Membership Agreement

Version 4: Issued October 2026 (incorporating updated Code of Conduct found in Appendix 1)

1. Introduction

1.1. Your agreement is with us, YMCA North Tyneside.

1.2. These terms and conditions form part of your agreement with us. Your agreement with us is made up of these terms and conditions and the terms of gym use (as described below in sections 1.4 and 1.5).

1.3. These documents together form a legal agreement between us, so please make sure that you read them carefully and understand them. If you have any queries or concerns, please raise them with the YMCA Gym Manager within the first 14 days.

1.4. You, and all visitors to our gym must adhere to all rules and regulations stated (the terms of gym use which are detailed in Appendix 1).

1.5. Our Code of Conduct and Fair Use Policy are displayed within the gym at the gym desk and apply to all other venues at which we work.

1.6. Attending the gym and use of the equipment is deemed acceptance of these terms and conditions.

1.7. In these terms and conditions, the term "gym" is used to denote any of the facilities that YMCA North Tyneside operate under the YMCA Gym brand.

2. Starting your agreement

2.1. Your agreement starts from the date you take out your membership with us, whether in person or online. If you are on a direct debit membership, your agreement starts from the date on your direct debit email agreement that will be sent through to you by GoCardless.

3. Type of membership

3.1. We offer various different types of membership to people aged 12 or over.

3.2. The facilities available to you, the amount you pay and the times when you can use the gym will depend on your membership type. If you need to make any changes to your membership, we require 30 days' notice so we may switch your membership over.

3.3. The types of membership we offer are as follows.

3.3.1. Freedom Flexi - this entitles you to use the standard facilities at our gym during opening hours.

3.3.2. Young Persons aged 12-17 years and those in receipt of specific

benefits ("Flexi-Fit") - this entitles you to use the standard facilities at the gym during opening hours, with the exceptions listed in section 19 for members aged 12-13yrs. Young people under the age of 18 are required to have an induction and health questionnaire completed by a parent or before their first gym session - this can be booked via email or by phone ahead of time.

3.3.3. Off-peak - this entitles you to use the standard facilities at our gym during off-peak opening hours. Off-peak opening hours may be varied from time to time though they are typically 10.00 am - 3.00 pm Monday to Friday and 9.00 am - 4.00 pm on weekends. If a change of off-peak opening hours occurs, you will be informed at least one month in advance.

3.3.4. Students and Seniors aged 60 years and over - this entitles you to use the standard facilities at the gym.

3.3.5. A family membership - up to two adults (both aged 18 or over) and an unlimited number of children living at the same address (aged 12 to 17 years, an induction would be required prior to their first session) join together. This membership entitles all included in the membership to use the standard facilities during regular opening hours.

3.3.6. A corporate membership - if the business you work with/ for has an agreement with us for corporate memberships.

4. Further benefits and upgrades

4.1. We may offer additional benefits that you can add to your membership at an extra cost. If you choose an additional benefit, we will add any charges for it to your monthly membership fee.

5. Your membership fees

5.1. The cost of your membership will depend on the type of membership and the membership commitment period you have chosen,

5.2. If you are unsure about the fees you are paying, please speak to our gym team or customer service team.

5.3. During your membership, you must pay your membership fees whether you use our facilities and services or not (unless you have frozen your agreement in line with section 10).

5.4. When your membership ends for any reason and we have taken the final payment from you, we will then cancel the recurring payments and your payment method. If the final payment fails to take, the unpaid payment will remain on your account.

5.5. Membership fees are non-refundable except as expressly stated in these terms and conditions.

6. Payment options

6.1. For each of the payment options set out below, all the monthly fees could change as per section 14.

6.2. The types of payment options we offer are as follows.

6.2.1. Monthly direct debit - with this payment option you pay the monthly membership fee until you choose to cancel your membership in line with section 11.

6.2.2. Annual pre-paid - with this payment option, you commit to being a member for 12 full calendar months and to pay all your monthly membership fees upfront. We will contact you near the end of the 12 calendar months to let you know that your commitment period is coming to an end.

6.2.3. Pay As You Go - under this payment option you pay on either a daily, 14 day or 28-day basis. There is no commitment period. There is no need to cancel a Pay As You Go membership as we will not attempt to take any payments once your membership has expired.

6.2.4. If you choose a particular payment option and decide to upgrade your membership, you must pay any extra fees which apply.

7. Payment methods

7.1. Unless you have chosen our Annual pre-paid payment option or Pay As You Go, you must pay your monthly membership fee in advance every month by direct debit.

7.2. If you have a family membership, you must pay all the monthly membership fees from one direct debit.

7.3. You must inform us if there is a change to your bank details, card details or payment method (see section 8.2).

7.4. Pay As You Go members pay per session or for the period of 14 or 28 days, in advance by cash, credit or debit card. Entry to the gym will not be allowed while you owe us payments, administration fees or joining fees.

8. Failing to pay

8.1. This section is about what will happen if you do not pay your monthly membership fee or any other fees you have agreed to pay because the account details you gave us for the direct debit are wrong (see section 8.2), there is not enough money available in your bank account (see section 8.3), or you have cancelled your direct debit without giving us notice (see section 8.4).

8.2. If the account details you gave us for the direct debit are wrong, we will ask you to pay by cash or card and to give us your correct bank details so that the following month's payment will be taken without issue. We may

charge an administration fee of £12.50 to cover the additional administrative costs associated with the missed payment.

8.3. If there is not enough money available in your account, we will ask you to pay by cash or card. We will charge an administration fee of £12.50 to cover the additional administrative costs associated with the missed payment. If, after the second month we have contacted you and you still owe us the missed payment, we will cancel your membership.

8.4. If you cancel your Direct Debit before your notice period ends, resulting in an unpaid balance, we will cancel your membership. You will be required to settle any outstanding amounts by cash or card, alongside an administration fee of £12.50 to cover the processing costs of the defaulted payment.

8.5. If we can not contact you to collect the missed payment and you later attempt to rejoin, you will be denied access to the facilities until your final month's payment from your previous membership has been collected and a new payment method has been set up.

9. Right to entry following failure to pay

9.1. While you owe us payments and administration fees, you will not be permitted to enter the gym. Once your payments are up to date you will be allowed to use the gym. You will still have to pay all monthly membership fees for the commitment period you signed up to.

10. Freezing your membership

10.1. You may freeze (suspend) your direct debit membership for between one calendar month and 6 calendar months for the following reasons only: pregnancy, serious illness, serious injury or redundancy (excludes Pay As You Go). Allowed once per calendar year.

10.2. Freezing your membership is not the same as cancelling your membership. To cancel your membership you must follow the procedure described in section 11.

10.3. If you want to freeze your membership you must inform us at the earliest convenience. We will then decide whether or not to freeze your membership.

10.4. If we agree to freeze your membership, we will do so as soon as reasonably possible. This may result in us refunding a payment that was not frozen in time through no fault of your own.

10.5. When you ask us to freeze your membership, you will need to tell us when you plan to return to the gym, although your membership can start again before this date if you let us know. We will automatically start your membership again, and start taking direct debit payments, on the date that you tell us you want your membership to start again.

10.6. We will not charge you membership fees while your membership is frozen. If you have chosen our annual pre-paid payment option, we

will extend your membership period by the number of full calendar months your membership has been frozen for.

11. Your right to cancel your membership

11.1. Cancelling your membership during the cooling-off period (excluding Pay As You Go).

11.1.1. After you have joined the gym, you may cancel your membership for any reason within 14 days of joining. This is called the cooling-off period. If you choose to cancel within these 14 days, we will give you a full refund of any fees you have paid, so long as specified items provided as promotional incentives (e.g. a Myzone heart rate monitor, free complimentary passes) are first returned to us before the end of the cooling-off period.

11.1.2. If you want to cancel your membership within the cooling-off period, you need to write to us or email us.

11.2. Cancelling your membership after the cooling-off period.

11.2.1. To cancel your membership you must send us notice in writing, by email. For all direct debits, we have a 30-day cancellation notice policy. The day we receive your written notice, is the first day of your notice. We will require any payments due out between the 1st and 30th day to be paid in full, either on the day it was scheduled by direct debit or earlier by cash or card.

11.2.2. If you cancel your membership in writing or via email, we will send you an acknowledgement to confirm the date that your membership will end.

12. Refunds

12.1. We will issue any refunds due to you by bank transfer or by cheque to the address you have given us on your membership account (excludes Pay As You Go). Refunds can take up to 10 working days to reach your bank account.

13. Our right to immediately cancel, suspend, or freeze your membership

13.1. We may cancel your membership by giving you one month's notice in writing. In these circumstances, we will refund that month's fee that you have paid, and any fees you have paid for future months.

13.2. We reserve the right to freeze, suspend or immediately cancel your membership without prior notice, and deny access to all YMCA North Tyneside facilities, if:

13.2.1. You commit a serious breach of repeated breaches of these terms and conditions of the Code of Conduct (Appendix 1);

13.2.2. You allow another person to use your membership card or electronic access device to gain access to our facilities (unless

reported lost or stolen);

13.2.3. You engage in harassment, bullying, or unwanted behaviour towards our staff, contractors, members, or visitors. This includes any repeated or single severe pattern of behaviour that causes distress, alarm, or discomfort, or any conduct related to protected characteristics under the Equality Act 2010 (such as sex, rate, disability, age, or religion);

13.2.4. You knowingly make false, malicious, or vexatious complaints intended to cause harm, disruption, or duress to staff or other gym users;

13.2.5. You or your guests use offensive, abusive, threatening, violent, or antisocial language or behaviour on our premises

13.3. If we cancel your membership under section 13.2:

13.3.1. We will not allow you to join our gym in the future and you will not be allowed to enter our premises.

13.4. If we permanently close the gym we will, where possible, give you at least one full calendar month's notice in writing or via email. We will send this to the address you have given us. We will also put a notice on the website and social media pages.

13.5. If we receive an official notice (for example, from the bank or a family member) that you have died, we will immediately cancel your membership and refund any fees you have paid for the remaining membership commitment period.

14. Our right to change your membership, these terms and conditions or the terms of fitness centre use

14.1. We may, at any time, choose to withdraw a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment option.

14.2. We review our membership fees annually to take effect in April by any amount we think is reasonable. We will try to only change the fee once a calendar year. However, we can not guarantee this. We will tell you about any change that will apply to you and will give you at least one calendar month's notice before the change comes into effect, in line with the Direct Debit Guarantee. Please see your payment options for details of how fee changes will affect you.

14.3. We may make reasonable changes to these terms and conditions if the changes are for the benefit of the majority of the members at our gym.

14.4. When we make changes that may affect you, we will give you notice of the changes we plan to make. If you are not happy with the changes, you can cancel as explained in section 11 of these terms and conditions. These terms and conditions replace any previous versions.

15. Restarting your membership after cancellation

15.1. You may start your membership again at any time. You will need to set up a new direct debit with new bank details.

15.2. You may not be able to restart your membership until you have paid any amounts you owe us (if any), and we may refuse to let you restart your membership again.

16. Events beyond our reasonable control

16.1. If we cannot provide all the services and facilities at the gym for 30 days or more in a row, or services and facilities are significantly reduced for 30 days or more in a row, for reasons or events beyond our reasonable control, you or we can cancel or freeze your membership immediately after giving notice in writing or via email. By law, we do not have to pay you compensation in these circumstances.

16.2. 'Reasons or events beyond our reasonable control' including but not limited to; natural disasters, a government's actions, war, a national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, strikes or other labour disputes (whether or not they relate to our workforce), delays affecting suppliers or not being able to get suitable materials on time or at all.

17. Proof

17.1. We may need you to provide satisfactory proof of:

17.1.1. Your eligibility for any type of membership, either before your membership starts or at any time during your membership

17.1.1.1. To take out one of our "Flexi-fit" or "Concessionary" memberships, we will require proof of the following benefits which can be in the form of an official letter, document or bank statement: Employment Support Allowance, Job Seekers Allowance, Universal Credit, Disability Living Allowance, Carer's Allowance, Personal Independence Payment, Asylum Support Allowance.

17.1.2. Your entitlement to cancel or freeze your membership;

17.1.3. Any email you sent to confirm cancellation or the date you posted your cancellation notice.

17.2. If you cannot provide satisfactory proof, for example, you cannot show the date of postage, we will not be able to cancel your membership or refund any subsequent payments and your membership may continue.

18. Your contact details

18.1. We will send all letters and information to the address and other contact details you have given us on your membership account. You must keep us up to date with any changes to your address or other contact details.

19. Children

19.1. Only children aged 12-13 years are permitted to use the Main Gym and Functional Room.

19.2. Only children aged 14 years+ are permitted to use the Main Gym, Functional Room and Free Weights areas.

19.3. For Cyclefit, SPRINT, Boxercise and BODYPUMP gym classes, only children over the age of 16 are permitted to take part in the class for health and safety reasons.

19.4. If children are seen to be using weights equipment incorrectly, gym staff will correct them accordingly, however, if they are repeatedly having to attend to the children using weighted equipment, they may be banned from using it until they are over the age of 16.

19.5. Please refer to the Under 18 Procedure Policy for all children attending the gym.

20. Visitors

20.1. You can attend the gym as a visitor. You will have to pay a fee to be entitled to enter the gym and use the facilities. You must sign in and may be required to fill in an exercise questionnaire at the start of each visit. You may be required to provide a doctor's letter if we have concerns regarding your health.

20.2. You must adhere to the terms of gym use.

20.3. If you have been given a complimentary pass, on your first visit you must fill out a personal details form so that we may log you into our system as prospective members. Complimentary pass users must be 18 or over and must have read the gym's code of conduct prior to their gym session/ class.

21. Membership cards

21.1. We will give you, and anyone linked to your membership, a membership card.

21.2. You must bring your membership card with you each time you visit. If you forget your membership card, we may ask to see a second form of ID before we allow you to enter the gym. We may delay your access to the fitness centre to give enough time to record your visit.

21.3. If you have lost your membership card, you will need to buy a replacement card at the gym desk.

22. Queries

22.1. If you have any queries about these terms and conditions, payment or specific details to do with the gym, please speak to us or email ymcagym@ymcanorthtyneside.org.

23. Liability

23.1. When we carry out any health assessments and exercise questionnaires we may identify possible problems with you taking part in exercise and recommend that you get medical advice. We are not responsible if you ignore our recommendations and continue to exercise at the gym.

23.2. You should consult your doctor before you start any exercise programme or class you go to.

23.3. You should consult your doctor before you start any exercise programme or class if you are not sure whether it is suitable.

23.4. We cannot accept liability for loss or damage to you or your guests' property in the gym.

23.5. Our liability to pay you compensation for loss or damage (other than for death or personal injury) is limited to a reasonable amount taking into account factors such as whether the damage was due to our negligence.

23.6. Despite these terms and conditions, we will be liable for death, personal injury or fraud where we are at fault.

24. Data protection

24.1. We will record any personal information you give us in line with the current data protection laws.

24.2. We will keep any clinical information you give us confidential and secure and only pass it to, or receive it from, those involved with your programme or treatment. By joining one of our membership options, you are giving us permission to share relevant clinical information that relates to your health goals between members of our staff.

24.3. It is important that we hold the most up to date contact details for you. You are responsible for keeping all your personal contact details and choices for how you want to receive marketing material up to date.

24.4. We use read receipts to track emails regarding member communications and know they have been read to confirm communication.

24.5. To receive a copy of our full privacy statement, please write to the Data Protection Officer, at our address: YMCA North Tyneside, Church Way, North Shields, NE29 0AB.

Appendix 1.

Code of Conduct: YMCA Gym

We expect users of our gym to act in accordance with our values at all times and to help us maintain an environment where every person feels both welcome and safe. This means respecting the facilities, the rights and the dignity of others.

General guidelines for use of YMCA Gym and its facilities

1. Use the lockers provided to secure your personal belongings.
2. Wear appropriate sportswear to exercise e.g. jeans, dresses, casual wear, skirts, open-toed shoes (especially sliders and flip flops) and belts are not acceptable.
3. Wear footwear at all times - yoga and pilates classes are exemptions.
4. Conform to recognised standards of decency in the way you communicate, present yourself and cover your body.
5. Keep your sportswear clean and odour free and refrain from wearing perfume or other heavy scents.
6. Do not eat in the gym.
7. Place all rubbish, including drinks bottles, in the bins provided.
8. Wipe down machines and mats after using them and put equipment away.
9. Please ask a member of the gym team for assistance with a training programme or help with the correct techniques.
10. Leave the gym promptly at the end of the day.
11. Do not take photos or videos without the express consent of the Gym Manager and the people involved.
12. Use a spotter and spring clamps when lifting free weights.
13. Always avoid slamming or dropping weights.
14. Rack all plates and dumbbells when you are finished in their correct place with - failure to do so could result in a temporary ban from the facilities.
15. Act in accordance with the values, guidelines and behaviours detailed within this Code of Conduct.

We reserve the right, at all times, to ask users to amend their behaviour or to leave the premises. We also reserve the right to revoke the membership of users who infringe this Code of Conduct. Examples, such as the following, <u>will not be tolerated</u>:-

1. Threatening, intimidating or inappropriate conduct.
2. Any behaviour that has the effect of making others feel awkward, or distressed or reduces their capacity to quiet enjoyment of the facility.
3. Acting, or presenting oneself, in a way that could shock or upset others, or cause fear or alarm.
4. The use of vulgar, profane or derogatory language.

5. Sex, sexualised behaviour or remarks that do not conform to recognised standards of decency.
6. Any activity is perceived as having voyeuristic intent.
7. Any activity perceived as concerning, in relation to safeguarding the welfare of children and vulnerable adults.
8. Drunkenness, or consumption of alcohol on the premises.
9. Being under the influence of illegal substances or steroids, or consuming illegal substances and steroids on the premises.
10. The sale or possession of illegal substances or unsavoury items.
11. Spitting or smoking (including e-cigarettes, vapes etc.).
12. Theft of, or damage to any property.
13. Any behaviour that is otherwise illegal, has the effect of degrading the experience of other members or has the potential to bring YMCA into disrepute.
14. Any activity which does not respect the rights of others using or working in the gym (or YMCA building), in particular any activity which does not treat others with courtesy and consideration or adversely impacts on the physical, mental or emotional wellbeing of other gym users.