Gym Copy - Membership terms

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Paying for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postcode: |\_\_|\_\_|\_\_|\_\_| |\_\_|\_\_|\_\_|\_\_|

# Type of Membership 1 2 3 person Gold Lite Super-lite O67 U18

**Main points**

* Minimum 6 direct debit payment contract.
* Payments after the minimum will continue automatically on a month-by-month basis.
* After the minimum direct debit payments, 1 month notice is required as cancellation notice.
* Cancellation is accepted by **EMAIL ONLY** via admin@EmpireFitness.org
* Missed direct debits incur a £25.00 penalty fee.
* The company will encrypt & retain your data and this will NEVER be passed to 3rd parties.

Full details are explained below.

Customer - *initial* to confirm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Payments & Cancellation

I, the customer understand that this membership is a **commitment of 6 direct debit monthly payments**. This does not include any amounts paid as a pro-rata before the direct debits begin. All payments after that period will continue on a month-by- month basis until cancellation is received.

However, I the customer, am aware that I can cancel at any time before the 6th direct debit, but I will be required to pay the remainder of the direct debits outstanding immediately as a cancellation fee. I.e. If cancellation is received on or after the 2nd direct debit, 4 further amounts will become due & payable immediately. If cancellation is received on or after the 4th direct debit, 2 further amounts will become due & payable immediately. I, the customer, give my permission for Empire Fitness to *automatically* take this amount by either direct debit or via credit / debit card immediately and without notice upon receipt of my cancellation.

# Notice to cancel

To administer your cancellation, contact Empire Fitness directly on or after the 6th Direct debit payment. 1 payment will be required as notice of cancellation. Cancellation of membership is accepted by **EMAIL ONLY** via Admin@EmpireFitness.net Verbal or any other forms of cancellation are unfortunately not accepted and therefore not will be processed. Receipt of your cancellation from the company will be given via an email. It is the responsibility of the customer to ensure that the gym has received a cancellation notice.

# Collection Agency & default fees

I, the customer, understand that membership payments will be processed in the following way – (a) via an encrypted credit / debit card transaction. (b) Electronic debiting procedure governed by *the Direct Debit guarantee* and where appropriate is PCI compliant.

In the event of any missed / non-payment, the customer will be liable for (a) any and all fees incurred by, or any implications made to the customer’s bank account. (Empire Fitness has no responsibly of any of these fees).

(b) \*\*Cancelation of your direct debit mandate made by the customer before any and all final payments will automatically incur a missed payment fee of £25.00. Customers are advised not to cancel until any bank mandate is cleared\*\*

Customer - *initial* to confirm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Health and Safety

I, the customer understand there is a risk when using the exercise and other related facilities. Therefore I acknowledge that I must abide by any of the published health & safety requirements; all regulations of the gym; and reasonable requests of company staff. I will inform the company immediately by email if my health changes. I also understand that all individuals, regardless of membership status, are subject to the conditions of entry and usage of the facility at all times, and I must behave appropriately in this public facility.

# Data storage & Processing

All data (personal or financial) is held, stored and processed under company approved encryption software and procedures. This authorisation extends to approved encryption systems of UK and non-UK companies & software systems approved by Empire Fitness ltd. All reasonable safety measures will be taken to protect your data. Your rights under data protection legislation are unaffected and your data will be **never** sold to 3rd parties.

# Bank details

Account Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Branch Sort code |\_\_|\_\_| |\_\_|\_\_| |\_\_|\_\_|

Account number |\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|

# Pro-rata payment

I, the customer, give authority for Empire Fitness to retain my credit / debit card and/or bank account details via authorised encryption software *and* agree for the company to debit my credit / debit card *as appropriate* to enable any pro-rata or cancellation payment.

|  |  |  |  |
| --- | --- | --- | --- |
| Pro-rata Payment Method | Pro-rata amount for membership | Debit Monthly amount | Contract start |
| CashCardCredit / debit card stored  | From \_\_\_ / \_\_\_ / \_\_\_for \_\_\_\_­­­­­ days until first direct debit£ \_\_\_\_\_:\_\_\_\_ |    £ \_\_\_\_\_\_:\_\_\_\_\_ | \_\_\_\_/\_\_\_\_\_/\_\_\_\_\_Monthly Direct Debit Date:  1st 15th  |

 I give my consent for my data to be collected, stored and used to process my membership. I, the customer, fully understand and agree to these terms.

Customer sign \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_

Staff \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ # \_\_\_\_\_\_

Staff Usage. Card / Letter  MBOL  Pro-Rota Processed DD added

Customer Copy - Membership terms

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Paying for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postcode: |\_\_|\_\_|\_\_|\_\_| |\_\_|\_\_|\_\_|\_\_|

# Type of Membership 1 2 3 person Gold Lite Super-lite O67 U18

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Branch Sort code |\_\_|\_\_| |\_\_|\_\_| |\_\_|\_\_|

Account number |\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|

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Staff \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ # \_\_\_\_\_\_

Staff Usage. Card / Letter  MBOL  Pro-Rota Processed DD added