TRAIN 2 GAIN GYM

Membership Terms & Conditions

By purchasing a membership, day pass or otherwise accessing Train 2 Gain Gym, you agree to comply with the following terms and conditions.

1. Membership and Access

- Memberships are strictly personal and non-transferable.
- Members must not share their access PIN or allow unauthorised individuals to enter the premises.
- Members must hold a valid membership or day pass when using the facilities.
- Members must enter and exit the premises within the advertised opening hours.
- Management reserves the right to reasonably amend opening hours, facilities and operational procedures.
- Unauthorised access or deliberate misuse of the entry system may result in membership suspension or termination.

2. Membership Payments

- Membership fees must be paid in accordance with the selected membership agreement.
- Direct Debit memberships are administered by Ashbourne Management.
- Members are responsible for ensuring sufficient funds are available for scheduled payments.
- Failed or outstanding payments may result in access being temporarily suspended.
- Cancelling a Direct Debit does not automatically terminate a membership agreement or remove any outstanding contractual payment obligations.
- Any changes to recurring membership fees will be communicated in advance.

3. Membership Cancellation and Refunds

- Membership cancellation requests must be submitted in writing to Ashbourne Management via memberships@ashbournemanagement.co.uk.
- A minimum of 30 days' notice is required to cancel a recurring membership, subject to applicable statutory rights.
- Members should retain a copy of their cancellation request and any confirmation received.
- Any membership payments falling due during the applicable notice period remain payable in accordance with the membership agreement.
- Cancelling a Direct Debit through your bank does not, by itself, constitute formal cancellation of your membership.
- Fixed-term memberships remain subject to their agreed contractual duration, except where statutory rights or other applicable cancellation provisions apply.
- Membership fees are not normally refundable for periods of voluntary non-attendance.
- Memberships purchased online are subject to applicable statutory cooling-off rights.

- Nothing within these terms affects a member's statutory consumer rights.

4. Health and Physical Fitness

- Members are responsible for ensuring that they are medically and physically capable of participating in exercise.
- Members with existing medical conditions, injuries or concerns regarding their health should seek appropriate medical advice before exercising.
- Members must exercise within their individual physical capabilities and avoid attempting weights or exercises beyond their ability.
- Members should immediately discontinue exercise if they experience pain, dizziness, breathing difficulties or other unusual symptoms.
- Members acknowledge that physical exercise carries inherent risks, including the possibility of injury.

5. Safe Use of Gym Equipment

All members must use gym equipment responsibly, safely and for its intended purpose.

Members must:

- Familiarise themselves with equipment before use.
- Follow all manufacturer instructions, safety notices and guidance displayed throughout the premises.
- Ensure all adjustment pins, locking mechanisms, safety catches and adjustable components are correctly and fully engaged before commencing an exercise.
- Check that adjustable benches, seats, backrests and other adjustable components are securely positioned before applying weight or beginning an exercise.
- Recheck adjustment and locking mechanisms following any adjustment or repositioning of equipment.
- Use appropriate safety catches, collars and other safety mechanisms where required.
- Use a competent spotter where necessary.
- Seek assistance from management if unsure how to operate any equipment safely.
- Immediately discontinue use of any equipment that appears damaged, defective, unstable or unsafe.

Members must not:

- Unscrew, remove, loosen or tamper with adjustment pins, locking mechanisms or equipment components.
- Attempt to modify, repair or dismantle gym equipment.
- Force adjustment mechanisms into position.
- Exceed the manufacturer's stated equipment weight limits.
- Deliberately slam, drop or misuse equipment.
- Use equipment displaying an out-of-order notice.
- Relocate fixed gym machines without authorisation from management.

Failure to follow these requirements may increase the risk of injury and may result in membership suspension or termination.

5.1 Prohibition of GymPins and Weight Modification Devices

The use of aftermarket GymPins, weight stack extenders or any other unauthorised device designed to increase or modify the resistance of gym equipment beyond its original manufacturer specification is strictly prohibited.

These devices may place excessive strain on cables, pulleys, bearings, weight stacks and other mechanical components, potentially resulting in equipment damage, mechanical failure or personal injury.

- Members must not attach additional weights to selectorised gym equipment using unauthorised devices.
- Members found using such devices will be subject to membership termination, where proportionate to the breach and in accordance with Section 16 of these terms.
- Train 2 Gain Gym reserves the right to recover reasonable and demonstrable costs arising from damage caused by the use of these devices directly from the responsible member. This may include replacement parts, repairs, engineer call-out charges and associated labour costs.

Only manufacturer-approved weight selection and adjustment mechanisms may be used.

This prohibition is in place to protect the safety of all gym users and preserve the integrity of our equipment.

6. Reporting Equipment Faults and Safety Concerns

Members must promptly report any suspected equipment fault, damage, unusual movement or safety concern to management.

Reports can be made:

- Directly to management at reception.
- Via the intercom located at reception.
- By emailing info@train2gaingym.co.uk.

Members must not continue using equipment they reasonably suspect to be unsafe.

Train 2 Gain Gym undertakes equipment inspections and maintenance as part of its ongoing commitment to providing a safe training environment.

Members' responsibilities under these terms do not replace the gym's own legal responsibilities concerning equipment safety and maintenance.

7. Gym Inductions

Members who are unfamiliar with gym equipment are encouraged to arrange an induction before commencing training.

Members must seek appropriate assistance where they are uncertain about the safe operation of any equipment.

Choosing not to undertake an induction does not remove the member's responsibility to exercise responsibly, nor does it remove the gym's legal duties.

8. Gym Rules and Etiquette

All members are expected to maintain a respectful, clean and safe training environment.

- All weights, dumbbells and attachments must be returned to their designated storage areas after use.
- Equipment must be wiped down after use where necessary.
- Suitable gym clothing and footwear must be worn.

- The use of lifting chalk, including liquid chalk, is strictly prohibited.
- Equipment must not be deliberately damaged or mistreated.
- Members must not obstruct walkways, fire exits or emergency access routes.
- Abusive, threatening, discriminatory or intimidating behaviour will not be tolerated.
- Smoking, vaping and the consumption of alcohol are prohibited within the premises.
- Members must not attend the gym whilst under the influence of alcohol or substances that impair their ability to exercise safely.
- Members must respect the privacy and personal space of others.

9. Unstaffed Access and Remote Monitoring

Train 2 Gain Gym may operate during periods when management or staff are not physically present on the premises.

During unstaffed periods, CCTV is continuously monitored remotely throughout the gym's advertised opening hours by our designated security monitoring provider.

Members acknowledge that:

- Continuous remote CCTV monitoring is provided during unstaffed opening hours for security, safety and incident monitoring purposes.
- Remote CCTV monitoring does not constitute individual supervision of members whilst exercising or guarantee the immediate detection of every incident.
- Members must exercise responsibly, within their physical capabilities and in accordance with all displayed safety instructions.
- Members must not undertake exercises that cannot be performed safely without appropriate assistance or supervision.
- Assistance may be requested through the intercom located at reception.
- Any equipment faults, safety concerns or incidents should be reported immediately through the appropriate communication channels.
- In the event of a serious injury or medical emergency, members should contact the emergency services directly by calling 999.

Members must familiarise themselves with emergency exits and follow all emergency procedures displayed throughout the premises.

Remote monitoring is provided as an additional safety and security measure and does not replace members' responsibilities to exercise safely or the gym's statutory duties towards its members.

10. Accidents and Injuries

Any accident, injury or significant safety incident occurring on the premises should be reported to management as soon as reasonably practicable.

Members are expected to provide accurate information regarding the circumstances of an incident to assist with investigation and any necessary safety measures.

Train 2 Gain Gym reserves the right to investigate incidents, inspect equipment and review relevant CCTV footage in accordance with applicable data protection legislation.

11. Liability

Train 2 Gain Gym takes all reasonable precautions to provide a safe training environment, including regular equipment inspections, maintenance and the provision of appropriate safety instructions.

However, despite these precautions, it is not possible to guarantee that the use of gym equipment or participation in physical exercise will be entirely free from risk.

Members acknowledge that physical exercise and the use of gym equipment carry inherent risks, including the possibility of accidental injury.

Members are responsible for exercising within their capabilities, using equipment correctly, ensuring adjustment and locking mechanisms are securely engaged and complying with all reasonable safety instructions.

Where an injury or loss is caused or contributed to by a member's misuse of equipment, failure to follow reasonable safety instructions or other negligent conduct, this may be taken into account when determining legal responsibility.

The occurrence of an accident, injury or unexpected equipment malfunction does not, in itself, establish negligence on the part of Train 2 Gain Gym. Legal responsibility will depend on the individual circumstances and applicable law.

Nothing within these terms excludes or restricts Train 2 Gain Gym's liability for death or personal injury caused by its negligence, fraud, fraudulent misrepresentation or any other liability that cannot lawfully be excluded or restricted.

12. Personal Belongings

Members are responsible for the security of their personal belongings whilst using the facilities.

Members are advised not to bring unnecessary valuables onto the premises.

Train 2 Gain Gym will not be responsible for loss, theft or damage to personal belongings except where it is legally responsible for such loss or damage.

13. CCTV and Security

CCTV operates throughout designated areas of the premises, with continuous remote monitoring during unstaffed opening hours, for purposes including:

- Crime prevention and detection.
- Member and staff safety.
- Protection of property and equipment.
- Investigation of accidents and incidents.
- Enforcement of gym rules and access restrictions.
- Identification of equipment misuse and unauthorised modifications.
- Identification of unauthorised access to the premises.

CCTV footage is processed in accordance with applicable UK data protection legislation and the gym's privacy notice.

Footage may be disclosed to the police, legal representatives, insurers or other authorised parties where there is a lawful basis to do so.

14. Photography and Recording

Members must respect the privacy of other gym users when taking photographs or recording videos.

Members must not deliberately photograph or record other individuals without their permission.

Photography and recording are strictly prohibited within toilets and changing areas.

Management reserves the right to restrict photography or recording where it causes disruption, creates a safety concern or infringes the privacy of others.

15. Damage to Gym Property

Members may be held responsible for reasonable and demonstrable costs arising from damage caused by their deliberate actions, negligence, unauthorised modifications or misuse of gym equipment or property.

This includes, but is not limited to:

- Damage caused by the use of prohibited GymPins or weight modification devices.
- Damage caused by tampering with adjustment pins or locking mechanisms.
- Damage caused by exceeding manufacturer-specified weight limits.
- Damage caused by unauthorised relocation or modification of equipment.
- Damage caused by deliberate or reckless misuse of equipment.

Train 2 Gain Gym reserves the right to recover reasonable and demonstrable costs directly attributable to such damage from the responsible member, including replacement parts, repairs, engineer call-out charges and associated labour costs.

This does not include reasonable wear and tear arising from normal use.

16. Membership Suspension and Termination

Train 2 Gain Gym reserves the right to suspend or terminate memberships on reasonable grounds, including:

- Serious or repeated breaches of gym rules.
- Dangerous or reckless behaviour.
- Tampering with equipment or safety mechanisms.
- Use of prohibited GymPins, weight stack extenders or unauthorised weight modification devices.
- Unauthorised access or sharing of access credentials.
- Deliberate damage to gym property.
- Unauthorised relocation or modification of gym equipment.
- Harassment, aggression or threatening behaviour.
- Failure to pay outstanding membership fees.
- Conduct that places other members, staff or visitors at risk.

Immediate suspension may be applied where reasonably necessary to protect the safety or security of others.

Serious breaches of equipment safety rules may result in immediate membership termination where proportionate to the circumstances.

Where appropriate, members will be informed of the reasons for suspension or termination and given a reasonable opportunity to respond.

Any termination, outstanding payments or refunds will be handled in accordance with applicable consumer law and the membership agreement.

17. Availability of Facilities

Equipment and facilities may occasionally be unavailable due to maintenance, repairs, refurbishment or circumstances beyond our reasonable control.

Train 2 Gain Gym reserves the right to replace, relocate, remove or upgrade equipment as reasonably necessary.

Where significant changes materially affect the membership service, members will be informed and any applicable contractual or statutory rights will be respected.

18. Changes to Terms and Conditions

Train 2 Gain Gym may amend these terms where reasonably necessary for operational, legal, regulatory or safety purposes.

Members will be provided with reasonable notice of material changes.

Changes will not remove existing statutory rights or unfairly alter agreed contractual obligations.

Where a material change significantly disadvantages a member, any applicable cancellation or refund rights will be respected.

19. Governing Law

These terms and conditions are governed by the laws of England and Wales.

Nothing within these terms affects the statutory rights of consumers.

20. Contact Information

Train 2 Gain Gym | Unit 1, Cranbrook Road, Northampton, NN2 6JT, United Kingdom

General Enquiries: info@train2gaingym.co.uk

Membership Cancellations: memberships@ashbournemanagement.co.uk

Website: www.train2gaingym.co.uk

Membership Declaration

By purchasing a membership or day pass and accepting these terms and conditions, I confirm that I have read, understood and agreed to the applicable membership terms and conditions.

I acknowledge that participation in physical exercise and the use of gym equipment carry inherent risks, even where reasonable safety precautions have been taken.

I acknowledge my responsibility to use gym equipment safely, ensure adjustment and locking mechanisms are securely engaged, follow displayed safety instructions and promptly report any suspected equipment defects or safety concerns.

I understand that I must not unscrew, loosen, remove or otherwise tamper with equipment adjustment pins or safety mechanisms.

I understand that the use of aftermarket GymPins, weight stack extenders and unauthorised weight modification devices is strictly prohibited.

I understand that I may be held financially responsible for reasonable and demonstrable costs arising from damage caused by my negligence, misuse or unauthorised modification of gym equipment.

I acknowledge that Train 2 Gain Gym operates during unstaffed periods and that continuous remote CCTV monitoring is provided during these periods throughout advertised opening hours.

I understand that remote CCTV monitoring does not constitute individual supervision whilst exercising or guarantee the immediate detection of every incident.

I understand that failure to comply with gym rules may result in suspension or termination of my membership, subject to applicable law.

I understand that nothing within this declaration removes or restricts my statutory rights or any liability that cannot lawfully be excluded.

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