



# TERMS AND CONDITIONS

## Welcome to the HERD!

You should read these Terms and Conditions as they explain yours and our legal rights and also contain important information about our contract with you.

If you have any questions, please contact us before you confirm any commitments with us: [stagfitnessnortheast@gmail.com](mailto:stagfitnessnortheast@gmail.com)

Your completion of the sign up process constitutes your acceptance of these Terms. If you are not prepared to accept these Terms, you should not complete sign up and should not use our services in any manner. Further, (for new and current members) your continued access and use of our gym constitutes your acceptance of these Terms.

Reference to **we**, **our** or **us** in this policy are to STAG FITNESS LTD.

Reference to **you** or **your**, are to the member/client and participant.

## **1 - ABOUT US**

We are STAG FITNESS LTD, a company registered in England and Wales.

Our company number is 13429321.

Our registered office address is:

*Unit 41, Royal Quays Outlet Shopping Centre, Coble Dene, North Shields, Tyne and Wear NE29 6DW.*

If you would like to contact us, for example if you have any questions, you can send an email to: [stagfitnessnortheast@gmail.com](mailto:stagfitnessnortheast@gmail.com),

or you can call us on: 07497863424

or alternatively you can message us at: <https://thestagfitnessherd.com/join-the-herd/>

## **2 - SERVICES**

### **Personal Training**

Personal Training is a type of training that is personalised to the individual completing the training sessions. Normally coached one-to-one, but we can accommodate two-to-one, if you would like to train with a friend or family member.

We use various bits of equipment for these training sessions, including but not limited to; barbells, dumbbells and cable machines.

### **Group Fitness Sessions**

Group fitness sessions are a cheaper alternative to personal training, the fitness sessions are performed in a group of up to 12 people at a time with one instructor present. We use various pieces of equipment for these training sessions, including but not limited to; bikes, row machines, battle ropes, dumbbells and kettlebells.

### **Gym Membership**

We offer a gym membership where you can come and use the gym equipment at any of our facilities any time we are open, for an unlimited amount of time throughout your payment plan.



### **3 - HEALTH ASSESSMENT AND CONSENT FORM**

The activities/services that we provide involve a certain amount of physical exertion. That is why we get everyone (members and casual gym goers) to sign a health assessment and consent form **before** taking part in any physical activity.

We do urge that you speak to your GP or physician to see that you are cleared for physical activity, but upon signing the health assessment and consent form you are aware that you are voluntarily participating in physical activity with full knowledge that there are dangers involved.

### **4 - WHAT YOU MUST DO**

As a member/client or casual gym goer you must comply with STAG Fitness gym rules and procedures. Located in each STAG Fitness facility and also located [HERE](#).

You must also complete the health assessment and consent form as mentioned above.

And if under the age of 18 years of age, consent must be provided by a parent or guardian.

### **5 - MEMBERSHIP FEES**

STAG Fitness memberships and services have different tiers, they are outlined here;

#### **Class Memberships:**

***Pay As You Go*** - £5 per class (or two for £8).

***Unlimited Membership*** - £60 per month, unlimited group sessions, full gym access and cancel anytime.

#### **Gym Memberships:**

***Pay As You Go*** - £5 for a day pass (or £10 for the week).

***Monthly*** - £25 per month, full gym access and cancel anytime.

***Couple Membership*** - £40 per month, unlimited gym access for you and your partner and cancel anytime.

***Yearly*** - £250 one off payment, full gym access for 12 months.

### **6 - AGE POLICIES**

STAG Fitness members/clients or casual gym goers must be at least 18 years old, unless expressed signed permission by a parent or guardian.

### **7 - PAYMENT TERMS**

Payment terms are detailed above, in section 5, the membership fees section. Methods of payment include; cash, card payment or bank transfer.

### **8 - PERSONAL RISKS**

Upon signing the health assessment and consent form, each member/client or casual gym goer forever waives, releases and discharges STAG Fitness and those acting on their behalf from any and all claims or liabilities for injuries or damages to themselves and/or their property.

They state that they understand and are aware that exercise can be a potentially hazardous activity and there is a risk that they may injure themselves and a remote risk of serious disability or death.



**STAG FITNESS**

### **9 - LENGTH OF MEMBERSHIPS**

We have various memberships as detailed in section 5, the membership fees section. The minimum length of membership is a rolling month-to-month membership. The maximum length of a membership at STAG Fitness is our Yearly Membership.

### **10 - MEMBERSHIP TERMINATION**

The circumstances in which the membership agreement will be terminated and the member released from any obligation to pay membership fees, are;

***Loss of job*** - Please provide evidence of this (P45 e.g.)

***Moved home more than 20 miles away from any STAG Fitness facility*** Please provide evidence of this (A utility bill e.g.)

***Debilitating injury or death***

### **11 - CANCELLATION NOTICE PERIOD**

Upon becoming a STAG Fitness member/client you are given a 14-day cooling off period, where if you wish to cancel you will be given a full refund. If, however, you have used any of our facilities or services within this 14-day cooling off period you will instead be given a pro-rata refund.

If a member/client wishes to cancel their membership, they should give us one months' notice prior to doing so.

### **12 - REFUND POLICY**

If a member/client wishes to cancel their membership they can do so within 14 days of signing up, as long as they adhere to section 11.

Any other member/client should they wish to cancel their membership will not receive any refunds.

### **13 - MEMBER CONDUCT AND USE OF FACILITIES**

In section 4 you will see where you can read the full list of STAG Fitness' gym rules and procedures, however, those appertaining to member conduct and use of equipment are as follows;

- *If you are unsure at any time as to how to use any piece of equipment, you must seek advice from a qualified member of STAG FITNESS staff before you use it.*
- *While using a barbell, users MUST use safety clips at all times.*
- *We ask you to wear a clean, tidy, non-offensive gym kit and that you smell fresh.*
- *We don't allow you to train in attire such as jeans, work-wear, boots, flip flops or sandals.*
- *Please make sure that all bags are pushed to the walls of the gym. As they look untidy and can cause a trip hazard otherwise.*
- *It's worth bringing a sweat towel if you plan on working hard. No one wants to sit on a sweaty piece of equipment. Surface cleaner and blue roll are also available.*
- *Equipment should be put away when you've finished with it, so someone else can use it.*
- *Please be mindful of not spending long periods of time on equipment if someone is waiting for it.*
- *Be mindful of your language and manner. We don't tolerate aggressive or abusive behaviour. We reserve the right to contact the police if necessary.*
- *You may not use STAG FITNESS whilst under the influence of alcohol, tranquillisers, narcotics or any medication/substance which may affect your ability to exercise*



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*safely. STAG FITNESS and the staff reserves the right to remove you from the premises if we reasonably believe you are unfit to use the facilities.*

- *Members must inform STAG FITNESS of any change of home address, email address or telephone number. These changes can be made directly with the gym staff or via email.*
- *Members are advised to inform STAG FITNESS of any change in medical health that could affect their ability to exercise in the gym.*
- *Please ensure you are cleaning and sanitising your equipment before and after use.*
- *Please also ensure that the toilets and kitchen area is kept clean after use. These facilities are for everyone and we'd like to keep them clean.*

### **14 - DATA PROTECTION AND GDPR**

Everyone responsible for using personal data has to follow strict rules called 'data protection principles'. When you contact us providing your details and/or during your use of a Membership, we may gather information about you and your visit to any STAG Fitness facility. More information about this can be found in our Privacy Policy which forms part of these Terms. The Privacy Policy and these Terms together govern our relationship with you.

See our Privacy Policy, on another printed sheet, or if online [HERE](#).

For bank transfer payments and collection purposes you agree that your personal information may be processed by Starling Bank Ltd.

For any card payments in any STAG Fitness facility you agree that your personal information may be processed by Square Pte Ltd.

We do not and will not sell any of your information to any third party, including your name, address, email address or card details. However, we do share your information with a number of select third parties to enable us to provide our products and services to you, to send marketing information and to improve our business operations.

When agreeing to these Terms and using any of STAG Fitness facilities, you consent to your image being recorded by 24 hour CCTV for security purposes and reviewed by our employees.

### **15 - GENERAL TERMS**

The contract is formed between you and us. No other person shall have any rights to enforce any of its Terms.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

These Terms are governed by English law and you can bring legal proceedings in respect of any disputes arising out of or in connection with your Membership in the English courts.