

VIBROGYM ONLY

1. Contra-indications - The following list of contra-indications shows medical conditions for which it is suggested NOT to use the Vibrogym without consulting a physician or VibroTherapist first: -

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|---------------------------------------|--|---|
| • Epilepsy | • Severe Diabetes | • Severe Heart & Vascular Disease |
| • Hernia | • Discopathy | • Spondylitis |
| • Headache | • Long Lasting Fever | • Implants |
| • Kidney & Bile Stones | • Pacemaker | • Rheumatoid Arthritis |
| • Recently placed Metal Pins or Bolts | • Thrombotic Conditions | • Recent Wounds Resulting from and Operations |
| • Tumours | • Recent Inflammations | • Pregnancy |
| • Severe Migraine | • Long term use of Pain Killers
(in particular corticosteroids) | |

2. Are there any other reasons (health or personal) that may limit or prevent you from exercising? _____

Principle Terms

1. This agreement commences once both parties have signed;
2. Your membership begins on the inception date stated above and expires on the renewal date stated above. Your membership cannot be cancelled during this period, irrespective of a change in personal circumstances;
3. You will be entitled to all the rights and privileges exercisable for the type of membership chosen;
4. You cannot transfer this agreement to anyone else.

Fees and Charges

1. The membership fee stated overleaf is due from you to us, and is payable upon inception of this agreement. It is not refundable in any circumstances;
2. The training fee stated overleaf is due from you to us and is payable upon inception of this agreement;
3. Any portion of the training fee will only be refundable in the event of us being unable to provide you with the training services. Such a refund would be calculated on a pro-rata basis to the break in service experienced.

General Terms

1. You agree to advise us immediately of any change to the personal details set out overleaf.
2. You agree to comply with the rules of membership that are displayed prominently in the club and relate to opening hours, use of the facility and your conduct. We may make reasonable changes to these rules at any time; provided we give you advanced notice of the change.
3. We may assign the benefit of this agreement and our rights there under to a third party on notice to you.
4. This agreement is governed by English law.
5. We may terminate this agreement with immediate effect on notice to you if you are in breach of the membership and/or club rules. In this event you will be entitled to a pro rata refund of the membership fee as described in clause 6 above, provided such breach is not deemed by us to have occurred primarily by you in order to qualify for a refund.
6. Members of staff have no authority to change or in any way alter these terms and conditions or assume any additional undertakings. An alteration or additional undertaking is only valid if given in writing by a Director of the club.

IMPORTANT – Use of your information (DATA PROTECTION)

1. If your training fees are funded by Harlands Finance Ltd we may pass any of your details to them only for the purpose of helping them to make decisions about managing your account.
2. In the event that we refer a debt on your training fees to a third party for collection, we will pass details to that company and provide a copy of any documents you have completed, if requested to do so.
3. The third party company may search your records at credit reference agencies. They will add to their record about you details of any such search and this will be seen by any other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make credit decisions about you and other members of your household.

These records will be shared with other organisations and used by them to:

1. Verify your identity if you and/or other members of your household apply for other facilities including insurance application claims;
2. Make credit decisions about you and other members of your household;
3. Trace debtors, recover debts, and prevent money laundering and fraud to manage your accounts.

In the event we have to resort to instructing a third party company to contact you, you have a legal right to have details or any credit reference agency that we have referred to. You may request that company or us to supply such details.

Renewal of Membership Fees - On the renewal date stated above, your membership fees shall be due for the following year, unless written notice of your wish not to renew is received by us, one month prior to the renewal date. The membership fee is payable each year for the first three consecutive years of membership. After the three years of consecutive membership you will become a 'life member' and thereafter no annual membership will be charged.

Payment for renewal of your training fees via Ashbourne Management Services Ltd - If your training fees are funded by Ashbourne, then Ashbourne will advise you of the cost of training fees together with the payments required to be made for the forthcoming period. Ashbourne will also allow you a period of time, in accordance with your agreement with Ashbourne, in which to cancel the financing facility with them.

By signing this agreement you warrant, declare and acknowledge that you are 14 years or over and that: -

1. The information given by you in entering into this agreement is correct and will be relied upon us;
2. To the best of your knowledge and belief, you are in good health and are not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to you health, safety, comfort, well-being or physical condition. Further, that you will advise us immediately should your circumstances change;
3. You have read this agreement, including the terms and conditions overleaf, before signing it;
4. Irrespective of attendance or change in personal circumstances, this agreement cannot be cancelled (apart from a few minor instances. See T's and C's);
5. This agreement will become binding upon both parties once it is countersigned by us.

Important - USE OF INFORMATION

You have a right to know how we will use your personal information; It is important that you read the "USE OF YOUR INFORMATION" notice overleaf, before you sign, since by signing you are agreeing to this use and disclosure of your information. We may send you any useful information about our products and/or services.

Members Signature _____ Date _____

OFFICE USE ONLY

Type of Membership: _____ Membership Number: _____

Membership Fee: _____ Method of Payment: _____

Inception Date: _____ Renewal Date: _____

Membership Period: _____