



Leeds Trinity  
University

# TRINITY **FITNESS**

General Terms and  
Conditions

## GENERAL TERMS & CONDITIONS

Details of the facility opening hours are displayed in the facilities and are also available on <https://www.trinityfitness.co.uk/>. Trinity Fitness does, however, reserve the right to close the facility for public holidays, university closure days, tournaments, exhibitions or other activities, or in connection with any repair, alterations or other maintenance work. When it is necessary the facilities to change or restrict opening hours or availability notices will be displayed reasonably in advance.

## HEALTH COMMITMENT STATEMENT

### Our Commitment To You

1. We will respect your personal decisions and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
3. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.
4. If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

### Your Commitment To Us

1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.
2. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
3. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first aid training.
4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely

## **USE OF FACILITIES**

Your use of any of the equipment or facilities is entirely at your own risk, except to the extent that there is any negligence or breach of legal duty by the facility or its staff. An induction is available for those members who request it on joining Trinity Fitness. You must not use any equipment or undertake any activity unless you are satisfied that you are competent to do so safely and properly. You are under a duty to safeguard your own health and safety and that of others whilst using the equipment and facilities. You will be responsible for any harm or injury that you cause to yourself or another person or to the facility to the extent that it is caused through your improper unsafe use of the equipment or facilities. Trinity Fitness will not be liable for any loss, harm or injury to you to the extent that this is caused by your unsafe or improper use of the equipment or facilities or you failing to advise staff of a medical condition relevant to such use.

Members must get permission from the Manager of Trinity Fitness if they wish to receive private coaching or instruction in any of Trinity Fitness facilities.

## **ETIQUETTE AND CONDUCT**

Membership cards must be presented at reception on each visit. We reserve the right to refuse entry to anyone without a valid membership card.

The facility must be vacated by all persons at the specified closing times and the last admission is 30 minutes before closing time.

All bags and other personal items must be stored in the lockers provided whilst using the facilities. Bags are not permitted in the fitness suite.

You are required to have a towel with you for use in the fitness suite. If you do not adhere to this term you may be asked to leave the sports centre.

Members must wear suitable sports clothing and footwear for the activity being undertaken.

For the reason of safety and courtesy to other members the use of mobile phones is prohibited in the fitness suite and activity areas.

Users are required to replace weights, dumbbells, and lifting accessories and to wipe down the equipment after use.

We operate a zero-tolerance policy on aggressive or threatening behaviour towards any Trinity Fitness staff or members and such behaviour may result in you being asked to leave the sports centre and your membership suspended.

Trinity Fitness retains the right to terminate membership if it considers the behaviour of an individual warrants such action.

No food of any kind may be brought into the facilities without prior permission from the Centre Manager. Only drink contained within a sealed plastic bottle and for personal rehydration as Users exercise may be brought into the centre.

Smoking within Trinity Fitness is prohibited.

Users will not have used/use or possess alcoholic drinks or illegal drugs whilst at the Centre.

Any person under 16 years of age is not permitted to enter the fitness suite unless they are taking part in a supervised Teen Fitness session with a fitness instructor.

You should not take part in any physical activity for which you may not be fit. You are responsible for monitoring your own condition during physical activity. If you develop any unusual symptoms you must stop the activity immediately and tell a member of staff.

Any person who purposefully damages property belonging to Trinity Fitness will be liable to meet the cost of repair and may face legal action.

Photography is not permitted without prior agreement.

## **FITNESS CLASSES**

At least three hours' notice of cancellation must be given for all classes regardless of membership.

The place of any member not present for the start of the class they have booked will be given to anyone who is on the waiting list.

Members with three strikes within 30 days, will (automatically) lose their rights to pre-book any class for 30 days.

Trinity Fitness reserves the right to cancel any Class Booking in the event of circumstances beyond the reasonable control of the Centre.

## **REFER A FRIEND TERMS AND CONDITIONS**

### **Community Members Only**

1. To be eligible to refer your friends with this member referral offer you must have been a member of Trinity Fitness for a minimum of 1 paid month.
2. Referred members must be over 18 years of age.
3. A free month will be awarded to the referrer when the first DD payment of the referred member has been received.
4. Where the referred member has made a one-off payment for an up-front 12-months membership, the referrer will receive their free month within 30 days.
5. For Direct Debit referrers, a free month will be issued by a freeze on the referrer's account. The referring member will still be required to pay their contracted number of Direct Debits. The free month is in effect, an extension to the referring member's membership.
6. Annual payment referrers will have their free month added onto the end of their membership.
7. The referrer can refer multiple friends.
8. The refer a friend offer cannot be back dated.
9. There is no cash alternative to the free month.
10. Trinity Fitness reserves the right to terminate or suspend this offer at any time and for any reason.
11. This offer cannot run in conjunction with any other promotional offers.

## **TRINITY FITNESS PATHWAY**

1. Reward for completing the TF Pathway is one free month. The reward is only valid if completed within 4 weeks of first appointment, unless agreed otherwise with the facilities Manager.
2. Promotional free month does not apply to university staff and students.
3. You must complete all three stages to be eligible for the reward.
4. If you can no longer make your appointment, we will make every attempt to contact you to rebook, after three failed attempts to re-arrange, you will be dropped out from the TF Pathway, therefore you will not be eligible for a free month.
5. Members are eligible for a follow up review 6 month after completing the pathway. However, there will be no further reward given.
6. Members are only eligible for one TF Pathway reward within a twelve-month period.

## **GUEST PASS**

1. No more than one guest pass can be redeemed at a time within 90 days. We reserve right to charge a guest fee if a customer has used a free pass within last 90 days.
2. You must be 16 or over, if you are 16-17 you will need to bring a parent or guardian to sign the pass.
3. Entry to the club is subject to these terms and conditions and the Terms of Use of the facility. You use the club facilities at your own risk. We recommend getting medical advice before doing any physical activity.
4. The Guest Pass is Subject to availability and at the facility Manager's discretion.
5. Classes are subject to availability.

## **CAR PARKING**

Car parking charges may be applicable, all parking facilities are offered on a first come basis. Parking cannot be guaranteed.

## **LOCKERS**

For security reasons, you must store personal belongings and valuables in the locker provided, items are not to be stored overnight.

We can remove the contents from any locker that has been used overnight. You can claim the contents from lost property up to three months. After this time, we will not be responsible for any contents we remove from the locker.

## **LOST PROPERTY**

All items of lost property that are handed in will be logged by Trinity Fitness and held in the facility for no longer than three months, thereafter will be disposed of. Any item that poses a hygiene or health and safety risk will be disposed of immediately.

## **INJURY AND FIRST AID**

All accidents/incidents must be reported to a member of Trinity Fitness staff who will complete a confidential accident and first aid report. You will be required to comply with requests for information and co-operation with Trinity Fitness staff in the completion of this report.

## **EMERGENCY SITUATION**

On hearing the fire alarm all members and hirer(s) must leave the facility. Trinity Fitness staff will direct you to the nearest assembly point and only on their instruction can you return into the building.

## **COMMENTS AND COMPLAINTS PROCEDURE**

Should you be unhappy with any part of the service we offer, please contact Trinity Fitness and tell us as soon as reasonably practicable and allow us a reasonable opportunity to address your concerns. If users wish to make a complaint, raise a concern, or pass on a compliment, customer comments forms are available from reception.

## **LIMITATION OF LIABILITY**

1. Trinity Fitness cannot be held responsible for any service or facility being unavailable for reasons outside of our control.
2. Trinity Fitness reserves the right to make alterations to services, the program of activities and facilities. Wherever possible, members will be provided with advance notice.
3. You are responsible for ensuring that you (and your guests?) correctly and safely operate or use any facilities and/or equipment (including adjusting levels and settings). If you are in any doubt you must consult a Trinity Fitness staff member.
4. Members and their guests are required to comply with all reasonable requests and instructions in relation to the health and safety of themselves, other customers and staff.
5. Trinity Fitness liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount, having regard to such factors as whether the loss or damage was due to negligence by us.
6. Relevant United Kingdom law shall apply to this contract and the relevant courts of the United Kingdom shall have exclusive jurisdiction to deal with any disputes arising in relation to it.

## **DISCLAIMER**

The information and advice provided by Trinity Fitness is given in good faith and all reasonable efforts have been made to ensure accuracy. Neither Trinity Fitness nor any individual employee shall be liable to any person in contract, tort, statute or otherwise for any loss, distress or damage of any kind howsoever caused (except for death or personal injury caused by the negligence of the Leeds Trinity University or an individual employee). All information and advice is provided only on the basis of this disclaimer.

## **DATA PROTECTION**

The details you provide us with will be stored on our membership database and will be used solely by us to administer your membership. We may contact you from time to time with relevant information or offers.

Members are required to give written notice to Trinity Fitness of any change of address or other contact information. Failing such notice, all communication shall be assumed to have been received by the member within 5 days of mailing to the last address notified to Trinity Fitness.

## **VARIATION OF TERMS & CONDITIONS**

Trinity Fitness reserves the right to vary the Terms and Conditions outlined in this document. Where any change is deemed significant the alterations will be posted on Trinity Fitness website. Alterations or revisions will apply from the date of the first posting on the website, except for prices, which will apply from the renewal date.



READY  
TO JOIN US?