

#### **BUZZ PERFORMANCE MEMBERSHIP TERMS & CONDITIONS**

We want you to get the best out of your membership and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions. If you sign up to any of our other services extra terms and conditions may apply. These terms and conditions apply to all our members. They are necessary to make sure we can offer an enjoyable and safe environment for everyone.

#### INTRODUCTION

As a member you agree to comply with the rules with regards to use of the facilities, opening hours and your conduct. Buzz may make reasonable changes to these rules, from time to time, and we will give notice of these changes.

Members wishing to report on accidents, incidents, or problems with services should contact a Buzz staff member or can email info@buzzperformance.com in confidence.

In the event of a breach of membership rules and regulations Buzz reserves the right of admission and may reserve the right to require any member or guest to leave the premises. Any member found in breach of rules or committing an illegal act will be asked to permanently leave the premises and be barred from ever entering the premises again.

## MEMBERSHIP ENTITLEMENTS

You are entitled to use the facilities and services available under your category of membership. Depending on which membership you select and at what length, you will have access to the facilities and services. Each category of membership may have certain entitlements which only apply to that category of membership. All memberships are non-transferable & non-refundable.

## MEMBERSHIP CHANGES, SUSPENSIONS & CANCELLATIONS

Changes to memberships are possible if you want to upgrade your membership level. Changing from a short term to long term membership is only possible by starting a new contract.

Suspension or cancellation of a membership is not possible within the contracted period, however, if exceptional circumstances apply individual requests will be considered. Please note you may be asked to show proof of your exceptional circumstances.

## PRICES & PAYMENTS

Prices are kept up to date on our website and at the Hive. The price you sign on for is valid for your contracted period. In the event of a membership price increase, you would not incur the increased fee until your contract ends and you renew your membership.

- Membership commences on the day of your choosing.
- The first payment is taken on your day of signing.
- Payments for ongoing memberships will then be charged on a monthly cycle until the contract expires.

 Memberships are based on a calendar month (eg if you join on 17 January you have until 16 Feb).

# Bank Card Direct Debit Payments

On selecting a monthly payment membership option, members will be required to pay the 1st-month membership fee in advance. This is a recurring monthly charge. Membership fees will be debited from the member's account, using their given details, on or around their join date each month from the term start date. Members are required to keep their account in funds to meet these payments. Buzz Performance reserves the right to cancel membership if payment is not received. We must be informed of any changes in personal information ie- address, telephone number, email etc. We do not accept responsibility for non- delivery of any advice, written notifications, or other correspondence in the event that you neglect to advise us of these changes.

#### RISK, SAFETY & HYGIENE

It is important to be aware that sport inevitably involves exertion of the body and injuries are possible. We take every effort to ensure satisfactory maintenance and safety of the equipment in use, at all times and endeavour to ensure any exercise routines are safe and beneficial but it is emphasised that injuries are possible and that each member is responsible for their own safety in training.

It is a condition of membership that you acknowledge and agree that:

- You are medically sound to undertake a normal course of exercise
- You are solely responsible for your physical and emotional wellbeing while in the facility
- You exercise at your own discretion and accept any injury or illness brought on by exercise is your own responsibility

Group exercise participants are advised to inform the instructor of any injuries, pains or concerns prior to the class starting. It is recommended to consult a doctor prior to using the Gym or attending classes. Please notify a member of staff if you feel dizziness, faintness, chest pain, breathing difficulties. If in any doubt, please STOP. We recommend, at your own discretion and expense, to obtain personal insurance for loss, injury or damage that you might sustain arising from use of the facilities.

## **RULES & REGULATIONS - GYM**

Induction - We will provide you with an introduction before your first visit.

Opening Hours - Our opening hours change throughout the year from season to season, please check the website for up to date hours. During opening hours, a member of the Buzz team will be on premises to assist members.

Gym Booking Policy - We limit the number of members in the gym at any one time. For this reason, it is necessary to book a place using our online booking system. If you can't make it to your booked session, please cancel your reservation within 24 hours of your starting time so that someone else can experience the great workout you'll be missing.

#### CODE OF CONDUCT - GYM

• For the comfort, hygiene and safety of yourself and others in the gym, it is compulsory to bring and use a workout towel on all equipment.

- Wear appropriate clothing and suitable, enclosed footwear clear of mud/grass and snow.
- A water fountain is available so it is advisable to bring a water bottle.
- No food or beverages can be taken into the gym area, only sports drinks or water in sealed drinks bottles.
- Be courteous to staff and other members while working out.
- Please do not monopolize equipment.
- Use the cleaning stations provided and wipe down machines & benches after use.
- Return all equipment to its place of storage including returning weights to the weights rack etc.
- Never drop or throw weights if you can't put it down nicely, don't pick it up in the first place.
- Ask a staff member or fellow trainer if you need a "spot".
- Experienced members please don't refuse to "spot" someone if asked
- Always allow other members to work in between your sets on a machine or bench.
- Bags are not permitted in training areas.
- The use of lifting chalk is not permitted.
- It is strictly prohibited for anyone to permit entry or exit to any other person at any time on any occasion, for any reason, into the gym area.
- It is not permitted to change the music or volume of music in the gym and that Buzz Performance retains full control over this system
- Individuals not adhering to these rules may be asked to leave.
- Management reserves the right to revoke or cancel membership of repeat offenders.

#### **RULES & REGULATIONS - CLASSES**

Timetable - Our group session timetable changes throughout the year from season to season. Please check the website for up to date information.

Class Booking Policy - Our classes have limited spaces & equipment and are subject to availability. For this reason, bookings must be made using our online booking system. If a chosen class is fully booked, you can choose to be placed on the waitlist. You will be notified by email if a space becomes available. You will need to accept the invitation to join the class.

If you can't make it to your booked class, please cancel your reservation within 36 hours of a class's starting time so that someone else can experience the great workout you'll be missing. A late cancellation is canceling a class less than 36 hours before the class starts, or being a no show to the class.

For limited pass holders, if you cancel before 36 hours your credit will go back onto your account. If you cancel less than 36 hours before your class you credit will be forfeited. For unlimited pass holders a  $\in$ 8.50 fine, processed on your BSport account will be made if you make 2 late cancellations in 7 days.

### CODE OF CONDUCT - CLASSES

- Members must pre-book online to attend a class.
- Members are requested to arrive for classes on time.
- Please ensure to bring a hand towel & water to each class.
- Appropriate clothing & footwear must be worn.
- Please notify the class instructor of any medical condition and/or pregnancy.
- An instructor may, at any time, request a member to leave a class if they are jeopardising the safety or environment of others.

#### **GENERAL RULES & REGULATIONS**

Lockers - Lockers are provided for the use of members.

Lockers may not be used overnight. Members who do so are liable to find that the lockers are opened and locker contents removed. Removal of such items is strictly at the members own risk. Buzz will have no liability for goods taken from the changing rooms or lockers.

**Parking** - Parking onsite is subject to availability and members are required to follow the building as well as traffic rules for parking. Parking is shared between all clients of the building. Parking is first come, first served and **limited to 2 hours per stay**. Parking is prohibited outside the marked areas, including the surrounding buildings. Unless otherwise instructed, every person using the parking areas is responsible to park and lock their own vehicle. The landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking areas. There is public parking around the area and there are 2 bus stops in close proximity. In our pledge for the planet we encourage you to walk, jog or bike to the gym as part of your workout routine.

Fire Exits - Fire exits are clearly marked throughout the building. If there is a fire or if you hear the fire alarm, you should make your way out of the premises through the nearest possible exit to the advertised assembly point in the car park. If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened immediately.

Damage unlawful or accidental - You are responsible for any damage and agree to pay for any loss or damage to the facilities, its property, fixtures, fittings, premises and/or services through a willful, wrongful or neglecting act. The premises has CCTV cameras recording (not in the toilets and change rooms). Video recording for any specific incident may be released to Police services.

Smoking - No Smoking is permitted on the premises.

Children - Children under the age of 18 are not permitted to use the gym without permission of the directors and parental consent.

Data protection - We will deal with all information we hold about you in line with our privacy policy. If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy policy.