



HOLYWOOD GOLF CLUB GYM MEMBERSHIP TERMS & CONDITIONS

PRINCIPAL TERMS

1. THIS AGREEMENT COMMENCES ONCE YOU HAVE INDICATED YOUR ACCEPTANCE IN THE SIGN UP PROCESS OF YOUR GYM MEMBERSHIP.
2. THIS AGREEMENT WILL BECOME BINDING ON YOU AND HOLYWOOD GOLF CLUB WHEN WE CONTACT YOU TO CONFIRM YOUR MEMBERSHIP APPLICATION HAS BEEN ACCEPTED, AT WHICH POINT A CONTRACT WILL COME INTO EXISTENCE BETWEEN YOU AND HOLYWOOD GOLF CLUB.
3. YOU WILL BE ENTITLED TO ALL THE RIGHTS AND PRIVILEGES SET FOR THE TYPE OF MEMBERSHIP CHOSEN.
4. YOU CANNOT TRANSFER THIS AGREEMENT TO ANYONE ELSE

DIRECT DEBIT FEES AND CHARGES

1. THE JOINING FEE (IF ONE IS PAYABLE) AND FIRST MONTH'S MEMBERSHIP FEES ARE COLLECTED FROM YOU BY US EITHER BY DEBIT / CREDIT CARD OR CASH PAYMENT AT TIME OF PURCHASE.
JOINING FEES ARE APPLIED TO COVER THE INITIAL ADMINISTRATION COSTS ASSOCIATED WITH SETTING UP A NEW MEMBERSHIP AND DIRECT DEBIT AGREEMENT AND ENTITLE THE MEMBER TO AN INDUCTION SESSION, BOOKABLE ONLINE OR BY PHONING 028 9042 3135.
2. YOUR DIRECT DEBIT FOR MONTHLY MEMBERSHIP FEES ONLY WILL BE COLLECTED MONTHLY THEREAFTER. EACH PAYMENT MADE IS NOT REFUNDABLE UNDER ANY CIRCUMSTANCES.
3. IF ANY DIRECT DEBIT IS RETURNED UNPAID OR IF ANY OTHER FORM OF PAYMENT IS NOT HONOURED FOR WHATEVER REASON, YOU SHALL PAY US ON DEMAND AN ADMINISTRATION FEE OF £20. IF, DESPITE US HAVING NOTIFIED YOU OF A MISSED PAYMENT, FURTHER PAYMENTS ARE MISSED, WE RESERVE THE RIGHT TO, AT OUR SOLE ELECTION, EITHER SUSPEND OR TERMINATE YOUR MEMBERSHIP, UPON HAVING GIVEN YOU WRITTEN NOTICE OF OUR INTENTION TO DO SO. WE MAY PRESENT AN OPTION TO REDUCE THE ADMINISTRATION FEE IF THE OUTSTANDING AMOUNT IS PAID ONLINE WITHIN 7 DAYS OF BECOMING DUE.
4. YOU AGREE TO ADVISE US IMMEDIATELY OF ANY CHANGE TO THE MEMBERS DETAILS PROVIDED.
5. A MONTHLY CHARGE IS APPLIED IF YOU FREEZE YOUR MEMBERSHIP. YOUR MEMBERSHIP CAN BE ON FREEZE FOR A MAXIMUM OF 3 MONTHS AFTER WHICH YOUR MEMBERSHIP WILL AUTOMATICALLY BE UN-FROZEN AND WILL REVERT TO YOUR MONTHLY RATE. FREEZE ONLY APPLIES TO MONTHLY MEMBERSHIPS AND WILL START FROM YOUR PAYMENT DATE. PLEASE BE AWARE THIS MUST BE ACTIONED AT LEAST 3 WORKING DAYS PRIOR TO YOUR PAYMENT DATE.

DIRECT DEBIT PRICES

1. FROM TIME TO TIME WE MAY NEED TO INCREASE THE PRICE OF MEMBERSHIP. WE WILL GIVE YOU AT LEAST 1 FULL MONTHS' NOTICE OF ANY INCOMING PRICE INCREASE AND WILL MAKE IT VERY CLEAR WHEN THE PRICE INCREASE WILL TAKE EFFECT AND HOW MUCH YOUR MEMBERSHIP WILL COST AFTER THE INCREASE. DURING THIS PERIOD, YOU WILL HAVE YOUR USUAL RIGHT TO TERMINATE YOUR MEMBERSHIP IN ACCORDANCE WITH THE MEMBERSHIP TERMS AND CONDITIONS AND RULES. IF YOU DO NOT TERMINATE THE MEMBERSHIP BY THE DATE GIVEN TO YOU IN THE NOTICE, THEN THE PRICE OF YOUR MEMBERSHIP WILL BE INCREASED IN ACCORDANCE WITH OUR NOTICE.

TERMINATION

MONTHLY DIRECT DEBIT MEMBERSHIPS

1. YOU MAY TERMINATE YOUR MEMBERSHIP AT ANY POINT BY CANCELLING YOUR DIRECT DEBIT WITH YOUR BANK, ALLOWING 4 WORKING DAYS FOR THE BANK TO ACTION THIS. PLEASE CALL THE OFFICE FOR OPTIONS AVAILABLE TO YOU OR FOR ANY FURTHER INFORMATION.
2. IN THE ABOVE CIRCUMSTANCES YOUR MEMBERSHIP WILL REMAIN IN FORCE UNTIL THE DAY BEFORE YOUR NEXT PAYMENT IS DUE, AT WHICH POINT IT WILL AUTOMATICALLY TERMINATE.

PAID IN FULL MEMBERSHIP

1. IF YOU HAVE PURCHASED A FIXED TERM MEMBERSHIP YOU WILL BE ENTITLED TO CONTINUE TRAINING WITHOUT THE INCREASE ON YOUR MEMBERSHIP, UNTIL THE NEXT MEMBERSHIP YEAR.

CARD ABUSE POLICY

1. YOUR MEMBERSHIP CARD / ACCESS DEVICE (DEFINED BELOW) CAN ONLY BE USED BY YOU: YOUR MEMBERSHIP CARD / ACCESS DEVICE IS ISSUED SOLELY FOR YOUR USE, AS YOUR MEMBERSHIP IS PERSONAL TO YOU AND ONLY COVERS YOUR USE OF A GYM. YOU ARE RESPONSIBLE FOR KEEPING YOUR MEMBERSHIP CARD / ACCESS DEVICE SECURE AND CONFIDENTIAL AT ALL TIMES. THE MEMBERSHIP CARD / ACCESS DEVICE REMAINS OUR PROPERTY AT ALL TIMES (UNLESS AGREED OTHERWISE AND EVIDENCED IN WRITING).
2. USE OF MEMBERSHIP CARDS IS MONITORED: IN THE INTERESTS OF THE SAFETY AND SECURITY OF ALL OUR MEMBERS, USE OF MEMBERSHIP CARDS AND ACCESS IS MONITORED AND INDIVIDUALS USING MEMBERSHIP CARDS / ACCESS DEVICES MAY BE ASKED TO PROVIDE PROOF OF IDENTIFICATION.
3. WHAT WE WILL DO IF WE THINK YOUR MEMBERSHIP CARD / ACCESS DEVICE HAS BEEN MISUSED: SHOULD WE BELIEVE THAT YOUR MEMBERSHIP CARD / ACCESS DEVICE HAS BEEN USED BY ANOTHER INDIVIDUAL OR INDIVIDUALS WE MAY (IN OUR DISCRETION) DECIDE TO CONDUCT AN INVESTIGATION. IF WE DO SO WE WILL: (A) INFORM YOU, VIA EMAIL, THAT WE BELIEVE YOUR MEMBERSHIP CARD / ACCESS DEVICE HAS BEEN USED BY ANOTHER INDIVIDUAL OR INDIVIDUALS AND ASK YOU TO PROVIDE US WITH REASONABLE ASSISTANCE TO INVESTIGATE THE MATTER; AND (B) FOLLOWING OUR INVESTIGATION WE WILL CONTACT YOU, VIA EMAIL, TO INFORM YOU OF OUR FINDINGS AND OUR PROPOSED COURSE OF ACTION, WHICH MAY INCLUDE ONE OR MORE OF THE STEPS SET OUT IN PARAGRAPH 4 BELOW.

4. OUR RIGHT TO MAKE ADDITIONAL CHARGES AND/OR CANCEL YOUR MEMBERSHIP: IF YOU UNREASONABLY REFUSE TO COOPERATE WITH OUR INVESTIGATION, OR FOLLOWING OUR INVESTIGATION WE HAVE REASONABLE GROUNDS TO BELIEVE THAT YOUR MEMBERSHIP CARD WAS USED, WITH OR WITHOUT YOUR KNOWLEDGE AND/OR CONSENT, BY ANOTHER INDIVIDUAL OR INDIVIDUALS, DEPENDING ON THE PARTICULAR CIRCUMSTANCES OF EACH CASE, WE RESERVE THE RIGHT TO TAKE ONE OR BOTH OF THE FOLLOWING STEPS, WHICH ARE IN ADDITION TO ANY OTHER LEGAL RIGHTS THAT WE MAY HAVE : (A) TO APPLY A PENALTY CHARGE TO YOUR MEMBERSHIP FEES (AND INCREASE YOUR DIRECT DEBIT PAYMENT(S) ACCORDINGLY). THE PENALTY CHARGE WILL BE CALCULATED AS BEING EQUAL TO THE DAILY MEMBERSHIP CHARGE (THAT APPLIED AT THE TIME OF USE) FOR EACH OCCASION ON WHICH YOUR MEMBERSHIP CARD WAS USED BY THAT INDIVIDUAL/THOSE INDIVIDUALS; AND/OR (B) IN THE EVENT OF SERIOUS MISUSE OF YOUR MEMBERSHIP CARD, FOR EXAMPLE, YOUR MEMBERSHIP CARD HAS BEEN USED ON REPEATED OCCASIONS AND/OR BY MORE THAN ONE INDIVIDUAL, TO NOTIFY YOU, VIA EMAIL, THAT WE ARE CANCELLING YOUR MEMBERSHIP WITH IMMEDIATE EFFECT, AND NO REFUNDS WILL BE GIVEN.

5. YOUR RESPONSIBILITY FOR ANOTHER'S CONDUCT: IF WE HAVE REASONABLE GROUNDS FOR BELIEVING THAT YOU KNOWINGLY PROVIDED YOUR MEMBERSHIP CARD / ACCESS DEVICE TO ANOTHER INDIVIDUAL OR INDIVIDUALS, OR ALLOWED UNAUTHORISED ENTRY FOLLOWING YOUR ENTRY TO THE GYM (KNOWN AS TAILGATING) IN ADDITION TO OUR RIGHTS REFERRED TO IN PARAGRAPH 4 ABOVE, WE MAY HOLD YOU RESPONSIBLE FOR THE CONDUCT OF THE INDIVIDUAL(S) WHILE ON OUR GYM PREMISES, AND LIABLE FOR ANY LOSS WE SUFFER AS A CONSEQUENCE OF THAT CONDUCT.

IF YOU LOSE OR MISPLACE YOUR MEMBERSHIP CARD YOU NEED TO CONTACT THE OFFICE TO REMOVE THE DEVICE IMMEDIATELY. A £5 CHARGE WILL BE APPLIED FOR A REPLACEMENT MEMBERSHIP CARD.

DAY PASSES TERMS & CONDITIONS

1. DAY PASSES ARE SUBJECT TO A FAIR USE POLICY. 1 PASS PER PERSON.
2. FREE PASSES HAVE NO RESALE VALUE, AND CANNOT BE EXCHANGED FOR CASH OR ANY OTHER PRODUCT OR SERVICE.
3. PASSES MUST BE USED ON THE DAY OF PURCHASE.
4. FREE PASSES SHOULD BE BOOKED TO START BEFORE THE ADVERTISED EXPIRY DATE. ANY PASSES SET FOR REDEMPTION AFTER THIS DATE MAY BE CANCELLED WITHOUT WARNING.
5. YOU WILL BE ENTITLED TO ALL THE RIGHTS AND PRIVILEGES EXERCISABLE FOR THE TYPE OF MEMBERSHIP CHOSEN.
6. YOU CANNOT TRANSFER THIS DAILY MEMBERSHIP TO ANYONE ELSE NOR TRANSFER TO ANOTHER DATE.
7. DAY PASSES ARE NON-REFUNDABLE.

GENERAL TERMS & CONDITIONS

1. MEMBERS MUST BE 16 OR OLDER.
2. YOU AGREE TO COMPLY WITH THE RULES OF MEMBERSHIP WHICH ARE DISPLAYED PROMINENTLY IN THE CLUB AND RELATE TO OPENING HOURS, USE OF FACILITIES AND YOUR CONDUCT. WE MAY MAKE REASONABLE CHANGES TO THESE RULES AT ANY TIME PROVIDED THAT WE GIVE YOU ADVANCE NOTICE OF THE CHANGE.
3. IF WE TAKE NO ACTION OR LET YOU OFF ANY BREACH OF THIS AGREEMENT OR GIVE YOU EXTRA TIME TO PAY OR COMPLY, IT WILL NOT STOP US ENFORCING THE TERMS OF THIS AGREEMENT STRICTLY AT A FUTURE DATE.
4. WE MAY ASSIGN THE BENEFIT OF THIS AGREEMENT AND OUR RIGHTS THEREUNDER TO A THIRD PARTY ON NOTICE TO YOU. YOUR RIGHTS UNDER THIS AGREEMENT WILL NOT BE PREJUDICED.
5. THERE MAY BE OCCASIONS WHERE WE HAVE TO CLOSE ALL, OR PART OF, THE GYM OF WHICH YOU ARE A MEMBER. WE WILL DO OUR BEST TO LET YOU KNOW OF SUCH CLOSURES IN ADVANCE OF THEM TAKING PLACE, UNLESS THE PROBLEM IS URGENT OR AN EMERGENCY. WE WILL USE ALL COMMERCIALY REASONABLE ENDEAVOURS TO ENSURE THAT SUCH CLOSURES ARE OUTSIDE OF PEAK VISITING HOURS AND ARE KEPT TO A MINIMUM, IN BOTH DURATION AND FREQUENCY. YOU WILL NOT BE ENTITLED TO A REFUND OF PART OF, OR ALL OF, YOUR MEMBERSHIP FEES IN SUCH CIRCUMSTANCES.
6. WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF, ANY OF OUR OBLIGATIONS UNDER THESE TERMS THAT IS CAUSED BY ANY EVENT THAT IS OUTSIDE OF OUR REASONABLE CONTROL.
7. WE WILL NOT BE LIABLE OR RESPONSIBLE FOR OUTSTANDING MONIES PAID TO A PERSONAL TRAINER. PERSONAL TRAINING IS ARRANGED DIRECTLY WITH THE PT AND NOT WITH HOLYWOOD GOLF CLUB.
8. AS A CONSUMER, YOU HAVE LEGAL RIGHTS IN RELATION TO ANY SERVICES THAT ARE NOT CARRIED OUT WITH REASONABLE SKILL AND CARE, OR IF THE MATERIALS WE USE ARE FAULTY OR NOT AS DESCRIBED. ADVICE ABOUT YOUR LEGAL RIGHTS IS AVAILABLE FROM YOUR LOCAL CITIZENS' ADVICE BUREAU OR TRADING STANDARDS OFFICE. NOTHING IN THESE TERMS WILL AFFECT THESE LEGAL RIGHTS.
9. THIS AGREEMENT IS GOVERNED BY NORTHERN IRISH LAW.
10. WE MAY TERMINATE THIS AGREEMENT WITH IMMEDIATE EFFECT ON NOTIFYING YOU IF YOU ARE IN BREACH OF THE CLUBS RULES.
11. TO THE BEST OF YOUR KNOWLEDGE AND BELIEF YOU ARE IN GOOD HEALTH AND NOT KNOWINGLY INCAPABLE OF ENGAGING IN EITHER ACTIVE OR PASSIVE EXERCISE AND THAT SUCH EXERCISE WOULD NOT BE DETRIMENTAL TO YOUR HEALTH, SAFETY, COMFORT, WELLBEING OR PHYSICAL CONDITION. FURTHER, THAT YOU WILL ADVISE US IMMEDIATELY SHOULD YOUR CIRCUMSTANCES CHANGE.