

# **Stockton Town Football Club Gym Terms and Conditions Agreement**



**Stockton Town Football Club**

**Effective Date: 18/09/23**

**Document Owner: Stockton Town Football Club**

## **Terms and Conditions**

### **1. Membership**

- 1.1 By entering this membership agreement, you agree to be bound by these terms and conditions stated throughout this document.
- 1.2 As a member you shall also abide by Stockton Town FCs rules and regulations which can be found on our website and in accordance with FA guidelines on affiliated football clubs. We reserve the right to amend such rules from time to time as deemed appropriate for the good of all users. Failure to comply with STFC rules and regulations may result in membership being revoked.
- 1.3 All members require their STFC membership card to access our gym facility.
  - 1.3.1 Any existing members will require a separate card for gym entry.
  - 1.3.2 Replacement cards can be ordered at the clubhouse for a £5 fee, but will require a turnaround period once ordered.
  - 1.3.3 Photo ID will be placed on the cards via the image uploaded upon signup.
- 1.4 Membership is not transferable to any other individual under any circumstances. Any occurrence may result in immediate cancellation of membership
- 1.5 Members must update their contact details at the earliest opportunity if they change from ones provided when initially registering with STFC. This is to be done via contacting [info@StocktonTownFC.com](mailto:info@StocktonTownFC.com). STFC will subsequently not be held responsible if a member does not receive communication about their membership if it has been sent to an email address that is no longer in use.
- 1.6 Users must produce their STFC membership card if asked by STFC members of staff. Failure to do so may result in our reserving the right to prevent access to the gym facility.
- 1.7 All new members must read and agree to the gym terms and conditions, basic gym rules and regulations, and other forms placed on the sign up page.

### **2. Personal Training**

- 2.1 Personal training sessions are at the discretion of the PT, not an endorsed STFC session.
- 2.2 Whilst personal training sessions are permitted, these do not take precedence on machines and area over general admission.

### **3. Order of Membership**

- 3.1 STFC hold the right to prohibit any membership deemed necessary
- 3.2 Gym membership does not give access to full club membership in other areas.
- 3.3 To become a gym member, patrons must already be involved payment of subscription in another form.
- 3.4 Upon gym sign up. Cards will be available to collect by the end of the week which it is purchased. You will be contacted via your contact information provided.

### **4. Cancellation of Membership**

#### **Cancellation by STFC**

- 4.1 We reserve the right to cancel or suspend your membership if any of the following circumstances.
  - 4.1.1 If you commit serious or repeated breach of the conditions outlined in this document or in the STFC gym Rules and Regulations document.

- 4.1.2 If any part of the fees remain unpaid 14 days after its due date for payment.
- 4.1.3 If you provide us with details you know to be false when applying for membership.
- 4.1.4 If you a member of staff at STFC or SSFC and are assessed under a relevant institutional procedure to represent a risk to fellow users of the facility.
- 4.1.5 In the event that we are unable to make a Direct Debit collection due to insufficient funds in your account.
- 4.1.6 If you stop becoming a member of STFC in the form in which you enter your gym membership, i.e stop paying subscription for a junior footballer.

### **Cancellation by you**

- 4.2 You may cancel your STFC gym membership at any time
- 4.2.1 You will still be charged for the month in which you cancel membership
- 4.2.2 To cancel membership, you must email [info@StocktonTownFC.com](mailto:info@StocktonTownFC.com)

## **5. Variation of Terms and Conditions**

The football club reserves the right to vary the Terms and Conditions outlined in this document. Where any changes are deemed significant, we will write to you a minimum of 28 days before any change is implemented. You will be deemed to have accepted these changes unless we receive written notification to your objection.

### **6. Liability**

- 6.1 By entering into a contract with STFC, you agree not to abuse the facility or equipment and will pay for any damage to STFC equipment or any other property you willfully or negligently cause damage to.
- 6.2 You agree to behave appropriately at all times and in such manner that respects other users.
- 6.3 No member shall use the equipment available unless they are satisfied that he or she is competent to do so safely and properly and in consideration of their own health and safety or that of other members.
- 6.4 A member shall be responsible for any harm or injury caused to another member or to the football club to the extent is caused through a members own unsafe or improper use of equipment.
- 6.5 Members are required to adhere to STFC gym terms and conditions, and rules and regulations documents and undertake in due responsibility.
- 6.6 The football club will not be responsible for any loss or injury to the member to the extent that it is caused by the members own unsafe or improper use of equipment.
- 6.7 The football club reserves the right to suspend or revoke membership at any time if a member does not adhere to safe and proper use of equipment.
- 6.8 The football club shall not be liable for any loss or damage to a members possessions within the facility.
- 6.9 In the absence of any negligence or wilful default or breach of any legal duty by the football club, the use of all equipment within the gym facility is entirely at the members own risk.

## **7. Governing Law**

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and shall have exclusive jurisdiction of the courts of England and Wales.

## **8. Entire Agreement**

This agreement constitutes the entire contract between parties. The member acknowledges that they have not relied on any statement, promise or representation made or given by or on behalf of the football club, which is not set out or referred to in this agreement.