

# MEMBERSHIP RULES

All Cynergi members ("**Members**"), guests, and those periodically visiting (together "**You**") Cynergi Health & Fitness club (the "**Club**") must comply with these Rules. These Rules are incorporated into a Member's Contract with us, and compliance with these Rules is important both to maintain the standards at our Club and to enable Members to get full enjoyment from their Membership. Any person who does not comply with these Rules may be ejected from, or denied access to the Club, or may have their Membership terminated by Cynergi if the non-compliance is serious.

The Club also has its own operational rules (on display in various parts of the Club) which you must also comply with. We reserve the right to make reasonable amendments to these Rules, or the Club operational rules, at any time. If we do this, we will give Members reasonable advance notice by placing the new Rules on a notice board at the Club or by posting the updated Rules on our website.

In these Rules, "Cynergi", "us", "we" or "our" means Cynergi Health & Fitness club trading through any Eden Leisure group company, its employees, management and directors. "Calendar month" means one of the twelve months of the year.

## MEMBERSHIP

- Acceptance of an application for Membership at the Club is at our absolute discretion (although we will exercise our discretion reasonably, and in compliance with applicable laws) and is available to any individual 16 years of age or older without regard to race, sex, ethnic background or religion.
- Membership entitles Members to use the facilities available from time to time at the Club. We offer different types of Memberships at the Club, and the types of memberships and facilities offered by us may change from time to time, including for repairs, maintenance, or expansion of facilities or special events.
- You should contact the Club if you would like further details of different types of Cynergi Memberships that are available. Each category of Membership has different restrictions, conditions, and benefits. Another category of Membership may be of interest to you if your requirements or circumstances change.
- Individual Membership is available to any individual who qualifies for membership of the club. Joint Membership is available for a number of individuals who reside at the same address. Official proof of address will be required and may be rejected entirely at our discretion. Corporate membership is available to employees of any company specifically selected by us on the basis of a minimum of five individual members per company.
- Membership of the Club exists either as a fixed-term Membership payable in full in advance, or as a continuous Membership, payable monthly through SEPA Direct Debit from a valid nominated bank account. Continuous Memberships are subject to a minimum initial period of not less than three (3) full calendar months.**
- Members who choose a continuous Membership will be required to make an initial pro-rated payment at the time of joining, and monthly dues will be collected in the first ten (10) working days of each month on an ongoing basis through SEPA Direct Debit thereafter.
- Members agree to pay collection costs incurred by the Club in collecting any past due amounts (including any legal fees incurred) and an administrative fee for any declined payments.
- The Club will not entertain any requests for refunds, whatever the circumstance.
- Any Government induced taxes will be effective as per legislation.
- Membership fees, dues and charges remain payable regardless of whether the Member attends the Club or not.**
- Members must advise the Club of any changes to personal details such as address, telephone numbers and bank account details immediately.

## SUSPENSION

- Continuous Memberships may be suspended for a minimum of one calendar month and a maximum of four calendar months against a discounted monthly fee per calendar year. Members wishing to suspend their membership must inform the Club in writing no later than the twenty-fifth (25th) day of the month prior to the start of the suspension period. Retrospective suspensions will not be granted.**
- Fixed-term Memberships may not be suspended for any reason.**

## TERMINATION

- Continuous Memberships may be terminated by the Member after the initial period of three (3) full calendar months has expired. Members wishing to terminate their membership must inform the Club in writing at least one full calendar month before the requested termination date.**
- Fixed-term Memberships automatically expire at the end of the term and cannot be terminated early by the Member.**

## MEMBERSHIP KEYTAG

- A Membership Keytag will be issued to each Member when they join the Club.
- There is a fee (as set out in the relevant, then current, Club price list) for replacement of lost, stolen, or damaged Keytags.
- Each Member must have his/her Keytag scanned for security and verification on each visit to the Club before proceeding into the Club. Any Member attending the Club without a valid Membership Keytag may be asked for proof of identification, asked to purchase a replacement Keytag or refused entry to the Club.
- A Member must not lend his Membership Keytag to anyone else as Membership is personal and covers only the Member's use of the Club.
- On termination of Membership, for any reason, the Member is required to surrender his Membership Keytag to Cynergi at the Club.
- Where Cynergi terminates a Member's Membership, this will make the Member ineligible for Membership at the Club unless authorised by either the General Manager of the Club or a Director of Cynergi.

## GUESTS AND VISITORS

- Members (over the age of 18) may bring guests to the Club upon payment of: (a) the guest fee, as set out in the relevant Club price list current at the time of the guest's visit charged by the Club; and (b) completion of a Pre-Activity Questionnaire by the guest. Where non members are permitted without an accompanying Member, these visitors must pay the relevant visitor fee and complete a Pre-Activity Questionnaire.
- Members must accompany their guest at all times, and the Member who brings the guest remains responsible for their guest's conduct whilst they are in the Club. The Member may not leave the Club prior to their guest's departure.
- Certain former Members, persons who have applied for Memberships but have been rejected, and former Members of staff, may be ineligible to be a Member, or guest, of the Club. If in doubt, the Member should check with the Club's management for advice.
- A Member who has suspended his/her Membership will not be allowed access to the Club (including as a guest).
- Members must ensure their guests pay the appropriate guest fee, or surrender a valid guest pass (if applicable) before accompanying them into the Club.
- Members must ensure that their guests comply with these Rules.
- A person may be allowed to enter as a visitor to the Club by prior arrangement or appointment, subject to Cynergi's absolute discretion - and may be required to pay the guest fee (as set out in the relevant Club price list, current at the time of visit). At all times, visitors must complete a Pre-Activity Questionnaire.

## GENERAL

- Opening times for the Club will be prominently displayed at the Club.
- You are respectfully requested to leave the gymnasium and pool with sufficient time to enable you to use the showering and changing facilities if desired, and to leave the Club premises punctually at the time of closing. All Club facilities will close at the advertised closing time with the exception of any private functions.
- You may not bring pets (other than guide dogs) onto the Club premises.
- You must not take any photography or movie shots in the Club (including by use of a camera on a mobile phone or PDA) without the permission of Cynergi.
- We reserve the right to use any individual or group photographs or movie shots of you for press or promotional purposes. However, where reasonably possible, we will ask you to sign a use of image rights form (a "Cynergi photography reproduction authorisation form") to consent to this usage.
- You must not consume any food or drink in the Club that you have brought in from outside the Club.
- We reserve the right to show potential Members and other individuals the facilities of the Club on a trial basis.
- Cynergi accepts no liability for items lost, stolen or damaged at the Club. Lost and found item enquiries should be made at the Front Desk. Items found and not claimed after (30) thirty days will be disposed of.

## GYMNASIUM USE

- You must complete a Pre-Activity Questionnaire before using any fitness facilities.
- You should seek instruction before using unfamiliar equipment.
- Appropriate clean exercise clothing and shoes must be worn whilst exercising and you must bring a sweat towel for use on all equipment.
- Gymnasium equipment must not be used for longer than 15 minutes during busy periods.
- You are asked to wipe down gymnasium equipment after use.
- You are asked to arrive at the gymnasium five (5) minutes prior to any personal training, induction or fitness assessment appointments. We reserve the right to refuse to re-book an appointment for you if you repeatedly cancel (with less than 24 hours notice) or fail to keep an appointment for services and/or exercise programmes.
- You may not use the gymnasium while under the influence of alcohol, anticoagulants, antihistamines, beta-blockers, narcotics, tranquilizers or any medication or other substance which may affect your ability to exercise safely.

## GROUP EXERCISE CLASSES

- Attendance of group exercise classes is strictly on a first-come-first-served basis.
- Class timetables and instructors are subject to change from time to time without notice.
- You are requested not to open the doors while a class is in progress, as this may interfere with the operation of the air-conditioning system and disrupt other participants.
- In order to avoid disturbing classes, you are requested to arrive in good time. Class reservations may be forfeited if you do not arrive at least five (5) minutes before the scheduled start time. Entrance to classes will be barred to anyone arriving after the class has started.
- Where, in the opinion of an instructor, a class is overcrowded, the instructor may restrict the number of attendees in the class.
- An instructor may, at any time, ask you to leave a class if you are jeopardising the safety or enjoyment of others.
- We reserve the right to limit your participation to only one exercise class per day.

## BEHAVIOUR & DRESS

- You should conduct yourself in a quiet and well-mannered fashion when in or about the Club, and in a manner that will not disturb or impair the use and enjoyment of the Club by any other person. In particular you may not use foul, loud, or abusive language. You will not behave in a threatening manner, nor will you molest, or harass, other Members, guests, visitors, or members of staff. You may not bring, use, or be under the influence of illegal drugs in any part of the Club. You may not bring any intoxicating liquor into the Club or be drunk in the Club.
- We may, without refund, terminate your Cynergi Membership (if applicable) and may refuse you entry into the Club, or eject you from the Club, if you commit a serious or repeated breach of these Rules, or if you engage in any other serious misconduct.
- Members of the Club, their guests, visitors, and members of staff should at all times display mutual respect for each other.
- Complaints should be communicated privately to a member of the Club's management, or in writing through the suggestion/comments box provided in the Club, or by post to the Club's General Manager.
- Smoking is prohibited in any area of the Club including the use of e-cigarettes or similar devices.
- You must be dressed in suitable attire at all times when on Club premises, and appropriate exercise clothing is required whilst exercising in a Club. Guidance as to suitable attire may be obtained from the Club General Manager who may, at his/her discretion, require you to leave the Club premises or part of the Club premises, if your attire is not considered suitable. Open-toed shoes are not permitted in the gymnasium.
- Only one individual is permitted in a shower cubicle at any one time.
- Members are respectfully requested to store coats and bags in the lockers provided.

## LOCKERS

- Lockers are made available subject to availability. You must lock your locker whilst in use, both for security reasons, and to show other people that the locker is occupied. Cynergi does not undertake that use of a locker will guarantee that no theft of or damage to your property will occur. We will not accept any liability in relation to locker thefts. You should check that your own personal insurance policy protects you against any risk of theft.
- Lockers may only be used for the purposes of keeping gym kit, toiletries, and the clothing that you were wearing when you came to a Club. The keeping of any other items in the Club's lockers is prohibited. If Cynergi has reasonable grounds to suspect that a locker is being used in breach of this Rule, Cynergi reserves the right to open the locker in question (by force if necessary) and remove any offending items.
- With the exception of any designated private lockers, lockers are available for use only while you are on the Club's premises. Use of a locker (other than any designated private lockers) while not on Club premises is prohibited. If you leave your belongings overnight in a locker (other than in any designated private locker), Cynergi reserves the right to open the locker (by force if necessary) and remove your belongings.
- Your belongings, so removed, will be available for collection from the Club's Front Desk for a period of thirty (30) days. If you do not collect your belongings within thirty (30) days, your belongings will be disposed of.
- If you rent a designated private locker (if available), and if the rental fees in respect of that locker remain unpaid for more than one (1) month after the date due for payment, Cynergi reserves the right to open the locker (by force if necessary) and remove your belongings. Your belongings, so removed, will be available for collection from the relevant Club's Front Desk for a period of thirty (30) days upon payment by you of the unpaid fees. If you do not collect your belongings within thirty (30) days, your belongings will be disposed of.
- Where available lockers and locker keys remain the property of a Club and locker keys must not be taken from that Club's premises at any time.

## CAR PARKING

- Discounted parking rates in our car park are offered to Members, guests and visitors entirely at our discretion and may be reviewed at any time. Car parking is subject to availability and therefore cannot be guaranteed.
- Discounted parking in our car park is offered to and may only be used by Members, guests, and visitors while they are on Club premises. You may not leave your car in our car park at any other time and make use of the discount for any other purpose.

## SWIMMING POOL AND SPA AREA

- For reasons of health, safety and hygiene you must:
  - obey the instructions of our pool attendants;
  - always shower before entering the sauna, steam room, hammam or swimming pool;
  - not consume, store, or bring into the changing rooms or swimming pool area, any food or drink or any kind of glass container;
  - only shave in the wash basins provided;
  - not attempt to dry clothes or towels in the sauna;
  - not bring sauna oils or essences, cosmetic products, newspapers/magazines/books or other flammable materials into the sauna as these constitute a serious fire hazard;
  - not bring oils or essences to the steam room either as pouring them on the steam outlet will create a burn hazard.
- The Club's management reserves the right to limit you to 20 minutes in the swimming pool if it is busy.
- You must: (a) wear long hair tied up, or in a swimming cap whilst in the swimming pool; (b) not run around, jump or dive into the swimming pool; (c) comply with any swimming direction posted in the swimming pool area; (d) wear conventional swimming costumes only.
- No balls, floats, or inflatables are permitted in the swimming pool area other than those provided by the Club. Buoyancy aids are permitted.
- The swimming pool areas may from time to time be reserved for adults only, swimmers only, or swimming lessons. Prior notice will be displayed on Club notice boards.
- Membership of the Club does not entitle you to bring children (under the age of 16) to the swimming pool or spa area.
- You may not use the sauna, steam room or hammam while under the influence of alcohol, anticoagulants, antihistamines, beta-blockers, narcotics, or tranquillisers. If you have high or low blood pressure, heart disease, cardiac irregularities, asthma and/or diabetes, or if you are pregnant you should consult your doctor prior to using the Club facilities.
- You should use the steam room, sauna, swimming pool and hammam in moderation and under medical advice.
- When using the unisex steam room and/or sauna, you are requested to wear swimming attire.

## HEALTH & SAFETY

- You must use the main entrance of the Club when entering or leaving the Club.
- Fire exits, which are clearly marked, are there in the interests of safety and you must not interfere with fire doors for any reason.
- You must read the health & safety notices posted outside any equipment or facility rooms in the Club and comply with their recommendations.
- You must comply with any reasonable requests made by the members of staff in relation to matters of health and safety.

## SQUASH COURTS

### BOOKINGS & ARRIVALS

- Court bookings
  - All courts need to be booked before you play to secure them.
  - We accept a maximum of one booking per member per phone call.
  - We can reserve courts for tournaments, events and promotional activities at any time. We will try to give advance notice of this, but may not always be able to.
- Arrival for courts
  - On arrival, report to the Front Desk and we will give you your court number.
  - If you don't check in at the Front Desk, we reserve the right to issue a no-show charge.
  - You have 15 minutes from the start of your booked slot to claim your court, after which time the court will be made available to others.
  - If both courts are booked but you spot an empty one, you can claim it by speaking to the Front Desk 15 minutes after the beginning of its unclaimed booking.
- No refunds (including partial refunds) will be issued if you finish before your booked slot expires.

### CANCELLATIONS

- Courts
  - If you cancel more than 24 hours beforehand, there will be no charge.
  - If you cancel less than 24 hours beforehand, we reserve the right to issue a cancellation charge.
  - If you simply don't turn up, we reserve the right to issue a no-show charge.
  - If you persistently fail to turn up, your booking rights may be suspended.

### DRESS CODE & ETIQUETTE

- Dress
  - Only appropriate fitness clothing must be worn on our courts.
  - Only white or caramel-soled non-marking shoes can be worn on our indoor courts.
  - If you're unsure about your attire you should speak with our Front Desk team.
- Etiquette
  - Please do not bring mobiles, iPads or similar on court with you.
  - Please only bring drinks on court if they are in a sealed plastic container.
  - No food should be brought on court.
  - Before playing, please wait for game point to finish before entering the court.
  - For all on-court timekeeping purposes, refer to our clocks.

### LIABILITY

- We will not be held responsible or liable for any loss of or damage to property whatsoever, or any bodily injury, death or illness of any member and/or guest howsoever caused, sustained, incurred or arising out of, or in any way connected with the use, whether proper or otherwise, of any of the equipment and/or facilities of the Club whether defective or not.

### DATA PROTECTION ACT

- Personal Data submitted on this Membership application form is protected in terms of the Data Protection Act, Chapter 440 of the laws of Malta.

### ARBITRATION

- Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration, by one arbitrator, in accordance with Part IV (Domestic Arbitration) of the Malta Arbitration Act, 1996 and the Short Form Arbitration Rules of the Malta Arbitration Centre as at present in force. The award shall be final and binding and there shall be no appeal.