



RCSI Gym Membership Agreement – STAFF

Membership

To be eligible for staff membership, applicants must be: a current RCSI staff member; on an RCSI employment contract which exceeds the duration of the initial membership period; and be paid through the RCSI Salaries Office.

Applications for membership must be on the official application form provided for that purpose. If the applicant is under the age of 18 years, the application form must be signed by a parent or legal guardian.

All members must swipe their RCSI ID card upon entering the gym and this applies to all visits. The membership term is for an initial period of 12 months. Following the initial minimum membership period membership shall automatically continue on a monthly basis. Should a member wish to terminate their contract after the initial minimum membership period they must cancel in writing with a minimum of 30 days' notice.

Fees

Upon acceptance of application a member shall pay a membership fee at the rate applicable at the time of application. This will be applied for an initial 12 month period, debited directly from the staff salary and made monthly in arrears. RCSI reserve the right at any time after the minimum term of the contract to increase the membership fees to be charged by providing a minimum of 30 days' notice.

This members fee applies solely to the use of the Gym facility (i.e. Main Gym, Weights Room, and Ladies Gym); classes, personal training and other activities are subject to additional charges.

Membership entitles the member to use the facilities of the RCSI Gym from the date of commencement, during normal opening hours and in accordance with the rules of the RCSI gym.

There will be no refunds or transfer of time for non-attending members.

Membership may not be sold / transferred under any circumstances.

Membership fees are not refundable and payments are due regardless of usage.

Temporary suspension of membership is permitted only in circumstances where the staff member is availing of long-term RCSI approved leave:

- Protected leave such as Maternity Leave, Parental Leave (taken in block), Adoptive Leave, Carer's Leave.
- An extended period of absence due to illness (greater than one month).
- An RCSI approved period of secondment or sabbatical leave outside Dublin

In the reconstruction or refurbishment of any part of the facility, every effort will be made by the Management to eliminate any diminution of the RCSI Gym services. Membership will not be suspended and Members' cooperation in this instance is assumed.

Any Member who terminates their membership and subsequently wishes to rejoin is subject to the prevailing fees.

RCSI reserve the right to retain any fees which have been paid.



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Limitation of Liability

The member will use the facilities of the gym entirely at their own risk and RCSI shall have no liability whatsoever, whether in tort or contract, for any loss, injury, or damage howsoever sustained by the member. The member accepts full responsibility for their own use of any and all of the facilities, appliances, privilege or service whatsoever at their own risk and indemnify and hold harmless the gym, its shareholders, directors, council, officers, employees, representatives, agents or lessors from all loss, claim, injury, damage or liability sustained howsoever caused.

Members are required to comply with the rules and take note of any health and safety guidance displayed on notices posted, on the gym notice board, on electronic platforms (e.g., Staff Portal etc.) or within the premises. Members shall respect the equipment at all times and not abuse the facilities. Any damage caused to RCSI property shall be paid for by any member who recklessly or negligently caused such damage.

Physical Condition of Gym Member

Applicants must complete the Health Screening Questionnaire in conjunction with applying for membership. The member confirms that he/she is in good physical health and condition and he/she knows of no reason, medical or otherwise, why he/she is not capable of engaging in active or passive exercise or why he/she should not use the facilities, or why such exercise or use of the facilities would be detrimental to his/her health, safety, comfort or physical condition.

The Health Screening Questionnaire is a declaration of health. Applicants may be requested to provide medical clearance. Applicants will not be accepted for membership until the Health Screening Questionnaire has been approved and any medical clearance requirements have been submitted. No deduction from salaries will be made until commencement of membership.

In using the Gym Facilities, you agree and understand that:

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.

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.

Should you become ill or injured while using our equipment or facilities, please notify a member of the gym staff who are trained in activating the appropriate procedure.

If you have a medical condition that will affect your use of the gym facilities, you must follow any reasonable instructions provided by a medical professional to allow you to exercise safely. It is the responsibility of the member to ensure the details of their medical history and medical conditions are true and accurate in every respect.

The member shall not use any facilities while suffering from any infectious or contagious illness, disease or other ailment or while suffering from any physical ailment such as open cuts, abrasions,



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open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of other members.

Lockers & General Security

Lockers are provided for storage of personal property. No liability for damage or loss will be accepted by RCSI.

Lockers are provided in changing rooms for daily use by members. Personal belongings may not be left overnight in lockers. In particular, RCSI does not accept responsibility for loss or damage to valuables of any person whilst on the premises.

Code of Conduct

Staff who use the gym facilities are expected to maintain the normal standards of conduct expected in the workplace, in line with their terms and conditions of employment. In particular staff must abide by relevant RCSI policies and procedures such as Dignity at Work, Health and Safety and others as may be applicable. Any issues arising in these areas will be dealt with in a fair and timely manner through the normal HR channels

Members must familiarise themselves with the RCSI Gym Etiquette Rules and abide by them at all times.

Data Protection

RCSI Gym needs to collect personal data, as defined by the Data Protection Acts, for a variety of purposes, in order to conduct its business in an efficient and accountable manner. RCSI Gym collects data relating to members, who come into contact with the Gym.

The Data Protection Acts confer rights on individuals in relation to the collection, use, sharing and retention of personal data. They also confer responsibilities on RCSI relating to the manner in which it collects, uses, shares and retains personal data.

RCSI complies with the Data Protection Acts 1988 & 2003. This ensures compliance with the eight principles of data protection as set out in the legislation:

1. To obtain and process personal data fairly
2. To keep it only for one or more specified and lawful purposes
3. To use and disclose it only in ways compatible with the stated purpose(s)
4. To keep it safe and secure
5. To keep it accurate, complete and up-to-date
6. To ensure that it is adequate, relevant and not excessive
7. To retain it for no longer than is necessary for the purpose for which it was collected
8. To give a copy of his/her personal data to an individual, upon request.



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General

The member is responsible for ensuring that the gym has up-to-date information, which should include an up-to-date address, telephone number, email address and further medical information. On joining the gym, the member automatically accepts and agrees to be bound by these Terms and Conditions of membership. The Management reserves the right to amend and add to these conditions of membership at any time. Members shall observe any amendments or additional conditions to the rules. It is the member's responsibility to read and fully understand the above contract. Upon acceptance of membership application, the member is bound by RCSI and the above terms and conditions.

Last Updated: **23/10/2017**