CENTRE DE CONDITIONNEMENT PHYSIQUE Le 1000 DE LA GAUCHETIÈRE

RULES AND PROCEDURES

CENTRE DE CONDITIONNEMENT PHYSIQUE LE 1000

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FITNESS CENTRE

MEMBERSHIP CARD: MEMBER ACCESS AND TURNSTILE ENTRY

Membrer card

When you subscribe, you will be issued a membership card entitling you to access the Centre. Use of the card is mandatory to enter and exit the Centre. A $10 deposit (taxes incl.) is required for the membership card, and will be returned to you at the end of your membership (in exchange of the card).

If you forget your card, you will be required to provide identification. A Centre official will verify your information on the computer and allow you to enter.

This procedure is mandatory when entering and exiting the Centre. Lost or stolen cards will result in being charged the replacement fee in effect (the deposit may not be used in this situation).

Allowing non-members to enter the Centre without first notifying Centre officials is prohibited, and can lead to expulsion for the member.

Member access

Use of the access card by a person other than the cardholder will immediately result in the membership's cancellation and the member's expulsion.

Turnstile entry

The card must be swiped along the turnstile's optical reader. Jumping the turnstile is strictly forbidden at all times, and can lead to your contract's termination without further notice.

DRESS CODE AND PERSONAL HYGIENE

Dress code

Members are required to wear the appropriate clothing and footwear when working out at the Centre. Short-sleeve tops, shorts or Bermuda shorts, tracksuits and workout shoes are permitted. Camisoles are strictly prohibited (see pictograms in locker rooms).

Personal hygiene

Although personal hygiene is primarily a health matter, it also plays a determining role in how we interact with others. Unpleasant lingering body odours constitute sufficient grounds to reject a member. It is therefore essential to change clothes on a regular basis, after each workout session. You cannot walk around the Centre in socks, barefooted or shirtless. Sports footwear is required for weight and cardiovascular training.

SHOWER AND SWEAT TOWELS

We provide one (1) small sweat towel and one (1) large shower towel free of charge each time you visit the Centre. No additional complimentary towels shall be provided. Requests for additional towels will incur a fee. Members are required to drop their towels off in the basket located near the reception area as they leave the Centre.

DAILY LOCKERS – LOCK REMOVAL

Failure to vacate your locker after your workout could result in your lock being cut-off at closing time. A limited number of lockers can be rented for a monthly fee until your contract term expires (minimum 3-month rental).

USE OF CELL PHONES AND PHOTO CAMERAS

Cell phones will be tolerated in Silent or Vibrate mode only (except in the locker rooms). Their use is however forbidden. You will be required to leave the Centre premises to answer calls. The use of photo cameras inside the Centre is strictly prohibited.

USING WEIGHTROOM EQUIPMENT

You are entitled to use several weight machines at once, but are also required to share them with fellow Centre members during cool-down periods or alternately. Coordinate with a Centre attendant if necessary. For purposes of hygiene, you will be required to place a towel on any equipment benches or seats and wipe these dry after use. Also, wet wipes are available on every floor for equipment cleaning purposes.

USING CARDIOVASCULAR EQUIPMENT

Use of cardiovascular equipment is limited to 20 minutes. You must enter your reservation on the booking chart by clearly writing your initials, your start and stop times. For purposes of hygiene, you will be required to place a towel on any equipment benches or seats and wipe these dry after use. Also, wet wipes are available on every floor for equipment cleaning purposes.

EQUIPMENT STORAGE AFTER USE AND USE OF WEIGHTS

You are required to put any equipment you use back in its original place, i.e. dumbbells, weights, benches, balls, mats, etc., and to clean it after use.

The staff reserves the right to remind you of this rule when warranted. Throwing or dropping dumbbells and weights on the floor is forbidden.

GROUP CLASSES

Number of participants

Class enrollment is limited to room capacity. Consequently, the Centre's management reserves the right to set an enrollment limit of 18 participants per class. Priority will be determined on a first come/enrolled, first served basis.

Class content and cancellation

The Centre's management reserves the right to a) switch a class' instructor, schedule and content at all times based on member satisfaction, attendance or as it deems fit, and b) cancel one or several classes altogether when an instructor is unavailable. The number of classes per session is predicated on the time of year and the number of participants enrolled. The Centre cannot guarantee a class will be offered for consecutive sessions.

Absent and replacement instructors

Instructors are required to find their own replacements to fill in on their behalf when absent. Otherwise, the management does its utmost to continue offering the class but cannot guarantee it will succeed, at which point it might be forced to cancel the class altogether or suggest an alternate class during the interval required to find a replacement.

LOST AND STOLEN ITEMS

The Centre provides lockers for your convenience and for safe storage. We recommend you use a lock to secure your belongings at all times. The Centre and its staff shall not be liable for any lost or stolen items.

CLOSING TIME

Members are required to finish their workouts and leave the Centre by the appointed closing time, i.e. 8:30 p.m. weekdays and 3 p.m. Saturdays, or as per the business hours in effect. The Centre is closed Sundays.

ADDITIONAL SERVICES

Services

The Centre provides a range of additional services such as nutrition, massage, personal instructor, fitness evaluation, sports therapy and more.

Scheduling an appointment

Appointments can be scheduled onsite or by phone at 514 395-4833. In either case, you will be asked to leave your contact information for a callback by the appropriate provider within the ensuing hours or the following business day. You will select your appointment from the available schedule times. Please note that there are no services available before 8 a.m. or after 7:30 p.m.

Appointment cancellation policy

Appointments require most of our service providers to make a special trip to the Centre and plan their day around them. It is therefore imperative that you call us at 514 395-4833 as soon as possible to notify us of any scheduling changes or cancellations, to avoid incurring a cancellation fee. We will only accept cancellations made by phone and to a live attendant.

No-fee cancellations

Your account will not be charged if you cancel 24 hours before your scheduled appointment.

100% cancellation fee

- If you cancel less than 24 hours ahead of your scheduled appointment or fail to show up altogether without cancelling (see previous section "No-fee cancellations"), you will be charged for the service in full, along with the appropriate taxes.
- Prepaid sessions do not entitle to refunds or credits.

RULE INFRINGEMENTS

All members are required to comply with the internal rules outlined herein, and are subject to the procedures respecting the Centre's code of conduct.

Any breach, whether intentional or resulting from an omission or negligence, will be verbally conveyed to a member to secure his or her cooperation for the purposes of maintaining our quality of service and adherence to the rules. However, for repeat violations, or in the event of serious abuses or infringements, the Centre reserves the right to apply the procedures as described in the code of conduct section, which can lead to the member's expulsion and the termination of his or her contract.

CONTRACT TERMINATIONS AND TRANSFERS

SUBSCRIPTION AND CONTRACT TRANSFERS

Contracts cannot be terminated once one-tenth of the total contract term has elapsed. In such cases, contracts may be transferred to another individual, i.e. the "transferee", provided said individual is not already an active member of the Centre. The transferee is required to pay the balance of the contract as per the same terms applicable to the original contract owner, i.e. the "transferor."

The transferor is nevertheless accountable for any amounts owed if the transferee fails to pay. A contract transfer fee of $45.00 (taxes included) applies, which the transferor must settle at the time of the contract transfer. The transferee is required to pay a $25.00 enrolment fee (plus taxes) so the Centre can open a file and issue a membership card.

CONTRACT RENEWALS

Renewals are not permitted without authorization and signature.

CONTRACT EXTENSIONS

The Centre offers members the option of extending the term of their contract. Extensions must be applied before the contract expires, after which an entirely new contract will have to be drafted and signed. The maximum allowable extension is one (1) month, at the same previously determined monthly rate.

NEW MEMBERS

"New member" refers to someone enrolling for any of the services the Centre offers for the first time. Previous members who did not renew their membership in the three (3) months has following their contract's expiration date are also deemed "new members".

Previous members seeking re-enrolment will only be entitled to exclusive promotions reserved for new members if a minimum of three (3) months elapsed since their last contract expired.

MEMBER EXPULSIONS

Any failure to comply with the rules can result in expulsion from the premises and immediate membership termination without transfer privileges.

PAYMENTS

PAYMENT METHOD

Upon enrolling, payments may be settled either by credit card (Visa, Master Card or Amex), certified cheque, bank card or in cash.

Upon signing a contract requiring payment in one or several instalments, these may be settled either by credit card, post-dated certified cheque, or sample cheque marked "void" for pre-authorized debits.

REJECTED PAYMENTS

You must ensure you have sufficient funds to cover the appropriate sum(s) effective the appointed payment date(s) as scheduled on your contract.

Credit card withdrawals

Should you need to terminate or change your card because it was lost, stolen or compromised due to fraudulent use, or if your card has expired, you must notify the Centre immediately and also provide the Centre with your new credit card information so we can continue to withdraw your payments as scheduled on your contract. While pending receipt of your new card, you shall be responsible for settling any payments due before the appointed dates at the reception desk in order to avoid administrative fees.

Bank card withdrawals

If opening a new account, switching or closing your account, you must notify the Centre immediately and also provide the Centre with your new bank account information so we can continue to withdraw your payments as scheduled on your contract. While pending receipt of your new bank account information, you shall be responsible for settling any payments due before the appointed dates at the reception desk in order to avoid administrative fees.

Post-dated cheques

You must ensure you will have sufficient funds in your account on the days the cheques are dated. If you cannot guarantee there will be sufficient funds in your account to cover the cheque amount, you will have the option of paying said amount directly at the reception desk before the scheduled payment date.

IMPORTANT

If the Centre is not notified BEFORE a transaction (credit card withdrawal, cheque, post-dated cheque or pre-authorized electronic bank withdrawal) goes through, and the transaction is rejected, the Centre shall charge you the resulting appropriate administrative fees.

ADMINISTRATIVE FEES

An administrative fee of $25.00 (taxes included) will apply to cover the administrative duties required to bring your file up to date.

PAST-DUE ACCOUNTS

Any contract for which a payment is outstanding for over thirty (30) days shall be deemed "past-due". The Centre will contact the member to apprise him or her of the situation and to give said member the opportunity to reach an agreement that would allow him or her to continue to enjoy access to the Centre's facilities. Conversely, the Centre reserves the right to refuse access to a member for as long as his or her account remains past-due.

CODE OF CONDUCT

RESPECT AND THE CODE OF CONDUCT

Members are required to behave respectfully toward their fellow members and Centre officials, and to also address them in a considerate manner, using a moderate tone that will not interfere with their workout or duties. The rules must be adhered to at all times.

CODE VIOLATIONS

Rule or code of conduct violations can result in verbal warnings from the staff, and a written warning if the situation warrants it.

VERBAL WARNING

Should it become necessary, Centre officials have the right to remind you of the rules in effect in order to reiterate the Centre's regulatory standards and request your cooperation in this regard.

WRITTEN WARNING

Should your failure to comply with the rules persist despite being verbally cautioned, and in the event of abusive or severe misconduct, the Centre shall formally ask you in writing to adhere to the rules, and reissue a warning about the Centre's regulatory standards and your obligation to immediately rectify any behaviour contravening the Centre's rules.

MEMBER EXPULSIONS

Should the Centre's management deem through its staff that you are continuing to violate the rules, despite a written warning, and in the event of abusive or severe misconduct, you shall be temporarily or permanently expelled and your contract shall be terminated.

I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE TEXT (WRITE YOUR INITIALS): _____

Member's signature: _____ Centre representative's signature: _____ Date signed: _____