

MDG FITNESS — TERMS & CONDITIONS + GENERAL MEMBER WAIVER (COMBINED)

Last Updated: 01/01/2026

IMPORTANT — LEGALLY BINDING AGREEMENT

By signing or accepting this document (including by electronic signature or tick-box consent via LegitFit), you confirm that you have read, understood, and agreed to these **Terms & Conditions**, including the **General Member Waiver, Informed Consent & Liability Release** contained below.

This document forms a legally binding agreement between you (“the Member”) and **MDG Fitness**.

1. MEMBERSHIP & ACCESS

1.1

Memberships are personal, non-transferable, and may not be shared.

1.2

Access is provided through the LegitFit app and approved access systems, including biometric systems where applicable.

1.3

Members must scan their LegitFit barcode/QR code or use approved biometric access on every visit.

1.4

Access may be suspended or revoked where a membership or service is unpaid, incomplete, inactive, or in breach of these Terms.

1.5

Visitors, non-members, and PAYG users must wait at reception to be checked in before entry.

1.6

Fraudulent information, false identification, or misuse of access credentials will result in immediate suspension or termination.

1.7

MDG Fitness reserves the right to request proof of identity at any time.

1.8 No Guarantee of Continuous Access

Access may be restricted during maintenance, cleaning, events, emergencies, capacity limits, or operational requirements.

Membership provides permission to access and use the facility subject to capacity, safety, and operational restrictions; **uninterrupted access is not guaranteed.**

INDUCTION REQUIREMENT (INSURANCE CONDITION)

All members must complete a gym induction delivered by a suitably qualified instructor before first use of the facility. This includes equipment familiarisation, emergency procedures, and facility rules.

Access may be restricted until induction is completed.

1A. INCORPORATED DOCUMENTS (BINDING)

The following documents are incorporated into and form part of this agreement:

- MDG Fitness Code of Conduct
- MDG Fitness Privacy Policy
- Facility rules, safety signage, and notices
- Any additional waivers applicable to specific services or access types

Breach of any incorporated document may result in suspension or termination of membership.

2. PAYMENTS & BILLING

2.1

All recurring memberships are billed via Direct Debit or card payment through LegitFit.

2.2

Payment must be received before access to the facility or services is granted.

2.3

Failed or overdue payments must be rectified within 48 hours or access may be suspended.

2.4

MDG Fitness reserves the right to adjust membership fees with 30 days' notice.

2.5

VAT is applied at the applicable rate (currently 9% for memberships and 13.5% for services, where applicable).

2.6

Stripe processing fees and payment retry fees may apply.

2A. JOINING FEES

2A.1

A one-time joining fee of €25 applies to all new memberships unless otherwise stated. Joining fees are non-refundable.

2A.2

Family joining fees (once-off per individual): €25 first, €20 second, €15 third, €10 fourth, €10 thereafter.

2A.3

Corporate/team joining fees (once-off per participant): €20 (small teams), €15 (medium teams), €10 (large teams).

2A.4

Joining fees cover administrative setup, onboarding, access configuration, and system activation. They are separate from membership fees and do not count toward recurring payments.

2A.5

If a membership is cancelled, terminated, or allowed to lapse and later rejoined, the joining fee applies again.

3. GROUP CLASSES — CANCELLATION & REFUND POLICY

Applies to all group class bookings (memberships, PAYG, and block class packs):

3.1

Cancellations more than 12 hours before class: full refund or full session credit.

3.2

Cancellations 12–8 hours before class: 30% fee, 70% refund (no credit).

3.3

Cancellations less than 8 hours before class: 40% fee, 60% refund (no credit).

3.4

No-shows: 50% fee, 50% refund (no credit).

3.5 Refund Processing

Refunds are processed to the original payment method where possible, otherwise as account credit. Processing time may take **5–10 working days**.

MDG Fitness may adjust cancellation windows or fees with appropriate notice.

4. BLOCK CLASS PACKS

4.1

Non-refundable once purchased; credits are non-transferable and cannot be exchanged for cash.

4.2

Credits must be used within the stated validity period; unused credits are forfeited.

4.3

Cancel more than 12 hours before class: credit returned. Late cancellation or no-show: credit forfeited.

4.4

Packs cannot be paused or extended except in cases of medically certified injury or illness, at MDG Fitness' discretion.

4.5

MDG Fitness may refuse late entry for safety reasons.

5. PERSONAL TRAINING & SMALL GROUP PT (PT / SGPT)

5.1

Cancellations more than 12 hours before: session credited back.
Less than 12 hours or no-show: session forfeited.

5.2

PT and SGPT blocks are non-refundable and non-transferable. Sessions must be used within the stated validity period.

6. GROUP COACHING PROGRAMMES

6.1

Operate as structured fixed-length blocks. Sessions do not roll over between weeks.

6.2

Missed sessions do not reduce programme fees. No refunds or credits once a block has commenced.

6.3

Medical exemptions may be considered with appropriate documentation at MDG Fitness' discretion.

7. PAY-AS-YOU-GO (PAYG)

7.1

PAYG users must complete a waiver and PAR-Q prior to training.

7.2

Entry may be refused where a waiver or PAR-Q is incomplete, unclear, or indicates a condition requiring further screening or medical clearance.

7.3

PAYG access is permitted during staffed hours only and must check in at reception.

7.4

No PAYG access is permitted during unstaffed access periods.

8. GYM USE & MEMBER RESPONSIBILITIES

8.1

Proper gym attire and clean indoor footwear must be worn. Topless training is prohibited.

8.2

Shaving, grooming, or hygiene-related activities are not permitted.

8.3

Equipment must be used correctly, cleaned after use, and returned to designated storage.

8.4

Bags are not permitted on the gym floor. Outdoor boots or muddy footwear are not permitted inside.

8.5

Pets are not permitted. Filming or photographing others without explicit consent is prohibited.

8.6

Members must follow staff instructions, signage, and the Code of Conduct at all times.

8.7

Unsafe, disrespectful, or disruptive behaviour may result in removal or termination.

9. STAFFED HOURS, UNSTAFFED ACCESS & INSURANCE POSITION

9.1 Definitions

- **Staffed Hours:** periods when an authorised MDG Fitness staff member is physically present on site.
- **Unstaffed Access:** periods when no staff member is present on site.

9.2

Unstaffed access may be available only to eligible members approved for biometric access.

9.3 Insurance Position

MDG Fitness insurance policies provide cover during staffed hours only.

No insurance cover is provided for member use of the facility during unstaffed access periods.

9.4

Unstaffed access is a privilege and requires a separate Unstaffed Access Waiver & Assumption of Risk Agreement. Members using unstaffed access do so entirely at their own risk.

9.5

During unstaffed access, no guests, minors, or non-members are permitted.

9.6

MDG Fitness reserves the right to suspend or withdraw unstaffed access at any time for safety, compliance, or insurance reasons.

10. HEALTH, SAFETY & MEDICAL DISCLOSURE

10.1

Physical exercise carries inherent risks. By joining or participating, you confirm you are medically fit to train.

10.2

Medical conditions must be disclosed through the PAR-Q where required. Changes in health status must be reported.

10.3

Members must carry any required medication (e.g. inhaler, EpiPen).

10.4

MDG Fitness is not responsible for lack of results or training outcomes.

11. MINORS

11.1

Members must be 16 years or older for general gym access.

11.2

Under-16s may participate only in approved, supervised programmes with written parental or guardian consent.

11.3

No children are permitted on the gym floor outside approved supervised youth programmes. Minors may not loiter or remain unattended.

11.4

No minors are permitted during unstaffed access periods under any circumstances.

12. PERSONAL BELONGINGS

12.1

MDG Fitness is not responsible for loss, theft, or damage to personal belongings.

12.2

No overnight storage is permitted. Lost property is held for 30 days before disposal.

12.3

MDG Fitness is not responsible for vehicles or property outside the facility.

13. SECURITY, CCTV & ACCESS CONTROL

13.1

CCTV operates throughout the facility for safety, security, and insurance purposes.

13.2

Access logs, including biometric access where applicable, may be recorded for security and insurance compliance.

13.3

Tampering with CCTV or access systems is grounds for immediate termination.

13.4

Sharing access or allowing unauthorised entry is strictly prohibited.

14. PARKING & FACILITY USE

14.1

Members must comply with parking rules on GAA grounds.

14.2

MDG Fitness is not responsible for damage to vehicles or property.

14.3

The facility may close temporarily for cleaning, events, maintenance, or safety reasons.

15. TERMINATION OF MEMBERSHIP

15.1

MDG Fitness may terminate membership immediately where fees remain unpaid after reasonable notice or where these Terms, the Code of Conduct, or safety rules are breached.

15.2

Termination may occur where a member behaves unsafely, abusively, or inappropriately; shares access; or tampers with security systems.

15.3 Refunds on Termination

Where membership is suspended or terminated due to breach, misuse of access, unsafe behaviour, or tampering with security systems, **fees paid are non-refundable**, except where required by law.

16. AMENDMENTS

MDG Fitness may update these Terms & Conditions at any time. Members will be notified of significant updates via email, website, or the LegitFit app.

17. PHOTOGRAPHY, VIDEO & MEDIA USE

17.1

MDG Fitness may capture photographs or video for marketing, promotional, educational, or informational purposes.

17.2

Members consent to incidental inclusion where they are not the primary focus.

17.3

Where a member is the identifiable focus, explicit consent will be obtained separately.

17.4

Members may opt out by notifying MDG Fitness in writing; reasonable efforts will be made to respect opt-out requests.

17.5

Photographing or recording minors is prohibited without prior written parental or guardian consent.

17.6

All media is processed in accordance with GDPR and Irish data protection law. The MDG Fitness Privacy Policy is available on request and via the website or app.

18. CAPACITY LIMITS & COMMUNITY PRIORITY ACCESS

MDG Fitness may cap memberships, restrict services, or operate waiting lists during high demand. Where demand exceeds capacity, priority may be given to existing members and the immediate local catchment in line with community objectives and funding obligations.

19. THIRD-PARTY COACHES / CONTRACTORS (INSURANCE CONDITION)

Where MDG Fitness permits third-party coaches, therapists, or contractors to operate on-site, such persons must hold Public Liability insurance at least equivalent to MDG Fitness' Public Liability limit and provide documentary proof prior to commencement. Third-party providers operate as independent contractors unless otherwise agreed in writing.

20. COACHING QUALIFICATION STANDARD

All coaching services delivered at MDG Fitness are provided by persons who are suitably qualified or accredited in accordance with recognised industry or governing-body standards, or who meet an equivalent experience standard where no formal qualification exists.

21. INCIDENT REPORTING & COOPERATION

Members must report accidents, injuries, hazards, spills, or damaged equipment as soon as possible via the designated reporting method. Members must not interfere with CCTV, access systems, or incident evidence and must cooperate with reasonable investigations.

22. GENERAL MEMBER WAIVER, INFORMED CONSENT & LIABILITY RELEASE

By accepting this agreement, you acknowledge and agree to the following:

22.1 Acknowledgement of Risk

Participation in gym-based exercise involves inherent risks including injury, illness, equipment failure, and medical emergencies. You voluntarily accept these risks.

22.2 Medical Fitness

You confirm you are medically fit to participate and will train within your limits, following signage and staff instructions.

22.3 Insurance Acknowledgement

MDG Fitness maintains Public Liability and Professional Indemnity insurance. Insurance applies only where MDG Fitness is legally liable and does not cover misuse of equipment, unsafe behaviour, or overexertion.

22.4 Release of Liability

To the fullest extent permitted by Irish law, you release MDG Fitness and associated parties, including Glenamaddy GAA, from liability except in cases of gross negligence.

22.5 Indemnity

You agree to indemnify and hold harmless MDG Fitness against claims, losses, or costs arising from your actions, omissions, or breaches.

22.6 Emergency Care

You consent to basic first aid and emergency services being contacted where necessary and accept responsibility for related medical costs.

22.7 Data & CCTV

You consent to access logging, CCTV recording, and data processing in accordance with the MDG Fitness Privacy Policy and GDPR.

23. SEVERABILITY

If any provision of this agreement is found invalid or unenforceable, the remaining provisions remain in full force and effect.

24. NO WAIVER

Failure by MDG Fitness to enforce any provision on one occasion does not waive the right to enforce it in the future.

25. ACCEPTANCE (ELECTRONIC SIGNATURE / TICK-BOX CONSENT)

By signing electronically or ticking acceptance in LegitFit, you confirm that you have read, understood, and agreed to be bound by this combined agreement.