TBB Fitness Limited Terms & Conditions & Liability Waiver (last updated October 2026)

1. Introduction

1.1 These Terms and Conditions ("Agreement") govern your membership and use of our gym facilities and services. By signing up for membership, you acknowledge and agree to abide by these terms, as well as any rules or policies set forth by the business and its staff from time to time.

1.2 This Agreement constitutes a legally binding contract between you ("Member") and TBB Fitness Limited ("Gym"), and covers all aspects of your membership, including payment obligations, access to facilities, personal conduct and health and safety. It is important that you read and understand these Terms and Conditions thoroughly before proceeding with your membership.

1.3 If you have any questions or concerns regarding the terms outlined here, please contact our staff or management team before signing up.

1.4 By continuing with your membership, you confirm that you have read, understood, and agree to the Terms and Conditions set forth in this document.

2. Membership Types and Fees

2.1 The Gym may offer different categories of membership. Your choice of contract on joining will determine the fees you pay and any restrictions that may apply to your use of the facilities. You may change to any other available membership contract by giving 7 days notice to the staff.

2.2 Unless otherwise stated, pre-sale membership introductory offers (where applicable) will be valid for the period as set out by the business at time of sign up.

2.3 Persons wishing to become members of the gym shall complete the membership sign up process at one of our facilities, or online through the website. TBB Fitness reserves the right to reject any application for membership without giving any reason for doing so. By completing the joining process the member agrees to comply with these Terms and Conditions of Membership and the respective facilities rules. You will only be permitted to use the facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the business.

2.4 The business will set the level of fees and reserves the right to change the level of fees from time to time. The following fees prevail:

2.4.1 Membership fee; the level of membership fees shall be determined according to the type and category of membership contract you have agreed to.

2.4.2 Failed Payment Fee; There is an additional €5 service charge for every failed payment that is due at the time the balance owed is paid. In addition if

your direct debit payment fails, you are immediately barred from access to the facilities. We may apply to your bank for payment by Direct Debit within 7 days of your billing date using the billing details we hold for you at that time. You may make your payment online, in person or by phone to the Gym. If your payment is not received before your next scheduled billing date, your account will be suspended or terminated and arrears to your account will be applied. You will not be able to rejoin in the future on a direct debit plan unless all failed payments are paid in full.

2.4.3 Other Fees; all other fees and prices for the sale of goods at the gym facilities, vending machines, studio, café/restaurant and any other services will be set by the business from time to time.

2.4.4 We may charge a reasonable fee for any of the following: replacing lost membership cards/fobs, changing and/or updating membership category.

2.5 If you signed up online you have 14 full days, the cooling off period, after signup to terminate your contract for any reason. The cooling off period no longer applies if you have used the facilities/visited the gym. This cooling off period does not apply to any memberships bought over the counter or on any of the facilities premises.

2.6 Refund policy; Unless otherwise stated, TBB Fitness Ltd takes no responsibility for advance payments made to freelance Personal Trainers; In this instance, it is your responsibility to enter into an agreement with the freelance Personal Trainers. TBB Fitness Ltd are not responsible or liable for any monies paid or monies owed including refunds for personal training services delivered by freelance Personal Trainers. In the event of any payment disputes the member will need to raise these directly with the Personal Trainer and their respective limited company. Membership Fees and Administration or Failed Payment Fees are not refundable by the business under any circumstances unless authorised by management.

3. Membership Duration, Renewal, Suspension and Cancellation

3.1 The billing cycle for Weekly membership fees via Direct Debit begins on the date of first payment and renews every 7 days for 52 payments. After 52 payments the contract automatically renews.

3.2 Staff have complete discretion & authority (without limit) to immediately revoke a membership & usage privileges if they observe any behaviour that is disruptive, disrespectful and poses a danger to themselves or to other members and users of the facility. We may also terminate your membership agreement in the following circumstances:

3.2.1 If you commit a serious or repeated breach of this agreement or the gyms rules of membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice

3.2.2 If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership

3.2.3 If you engage in any illegal activity or activity which we deem to be unacceptable behaviour

3.2.4 If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable costs incurred.

3.2.5 If you are found to be assisting the unauthorised entry of another person your membership and privileges will be immediately revoked and all fees paid forfeited to the business.

3.3 Member's rights to cancel or freeze the membership;

3.3.1 In order to cancel your membership you must notify us in writing by requesting cancellation through the contact section of our website, https://www.tbb.ie/#contact. This notification must be received a minimum of 14 days before you wish to end your membership.

3.3.2 Membership payments will continue to be taken during the 14-day notice period, and your membership will remain active until the end of this period.

3.3.3 Stopping paying your fees or cancelling your Direct Debit via your credit institute is not the same as giving notice. If you stop paying, but do not give us notice, you are still obligated to pay the fees. We reserve the right to collect any missed payments and charge a late payment fee for missed payments.

3.3.4 Memberships can be frozen on a case by case basis, where a GPs note has been provided, detailing that you are unable to use the gym for an extended period of time due to illness or injury. Freezes can be done once in a calendar year for up to 3 months. An individual can request an extension of a freeze, provided new documentation from a GP has been provided. Medical freezes are for serious illness or injury and are not accepted for routine colds, flus or short Covid. Medical notes must be provided at the time of the health issue. Freezes will start from the date the GPs note was provided and will not be backdated and will not apply to memberships that have expired. Freezes can be done for medical reasons only. We do not freeze accounts for holiday travel or other absences of any kind. Where an individual is unable to resume their membership at the end of an illness or injury, no refunds will be given.

3.4 Minimum Contract Period: All new memberships are subject to an initial minimum contract period of four (4) weeks starting from the Membership Start Date. During this initial 4-week period, the membership cannot be cancelled, frozen, or transferred, except in exceptional circumstances at the sole discretion of Management. Once the initial 4-week period has ended, the membership will automatically continue on a rolling weekly basis unless cancelled in accordance with the cancellation policy outlined above.

4. Access to Gym Facilities

4.1 Each facility's opening hours, as amended from time to time, are displayed at reception and/or door, are available on the website, and from a member of staff. The gym reserves the right to adjust the availability of certain facilities or close a facility on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions, staff training and holidays. Membership refunds will not be made in the event of any ad-hoc closures due to maintenance issues.

4.2 Access to the facilities at TBB Fitness is exclusively available to paid members, individuals who have purchased the correct Day Pass, or those who have been

granted access to a specific event held at one of the facilities. Entry and use of the gym facilities will be denied to individuals who have not paid for the required membership, event registration, session, drop-in class, PT or Day Pass prior to using the facilities. This policy applies to both members and non-members. All individuals, whether members or non-members, are required to comply with all rules and regulations of the gym at all times, without exception. These rules may be amended or updated at the sole discretion of TBB Fitness, based on the operational needs of the business. Members and users will be notified of any significant changes to these rules.

4.3 Membership Access, in the form of card, fob, mobile application, biometric, facial recognition or PIN code will be issued to all members upon joining the gym and is used to gain entry to the gym. Membership Access is not transferable. Any member allowing their access to be used by another person is in serious breach of these Membership Terms and Conditions and will entitle the gym to terminate membership without notice in accordance with our T&C's above and without return of any prepaid membership charges.

4.4 Access to certain facilities and services at TBB Fitness is determined by the type of membership you hold. Each membership level grants specific privileges and access to designated areas and amenities within the gym. The details of your membership and the facilities to which you are entitled are outlined in the membership contract you receive at the time of enrollment.

4.5 It is the responsibility of the member to review their membership contract carefully to understand the scope of access granted. Members are advised that access to certain specialized areas (e.g., premium workout zones such as TBB Plus, personal training services, recovery rooms, etc.) may be restricted based on the membership level purchased.

4.6 TBB Fitness reserves the right to adjust access to facilities or amend membership terms as necessary, without prior notice provided to members. Should you wish to upgrade or modify your membership to include additional facilities, you may do so by contacting our membership team for further details.

5. Health and Safety

5.1 Before joining TBB Fitness Ltd or taking part in any level of exercise at one of our facilities, all prospective members and potential users must be medically cleared to exercise. It is your responsibility to obtain a medical clearance from a healthcare professional if you have any existing health conditions, illnesses, or injuries that may impact your ability to safely engage in physical activity. You may be required to provide documentation of your medical clearance upon request.

5.2 By agreeing to these Terms and Conditions, you confirm that you and any linked members on your account are in good health and capable of safely participating in exercise activities at TBB Fitness. It is your responsibility to inform us immediately if you have any medical conditions, illnesses, or injuries that may affect your ability to exercise safely. This includes any condition that has required medical treatment within the last 8 weeks. If you are concerned about your fitness level or any medical condition that may interfere with your ability to exercise safely, it is your responsibility to consult a medical professional before engaging in any activities at our facilities.

5.3 If your health status changes at any time, including the development of new conditions or changes to existing ones, you must notify us promptly. Failure to do so may impact your safety and the safety of others while using the facilities.
5.4 Exercise carries inherent risks, and it is important that you do not exercise beyond your own capabilities.
5.5 We recommend that all users consult their GP before beginning any exercise programme to assess their fitness level and receive medical guidance on how any condition, illness, or injury might affect your ability to safely use the gym equipment and facilities. Additionally, we strongly encourage new users to schedule a session with a PT before using the gym for the first time.
5.6 By participating in any class or personal training session, you acknowledge and agree to do so at your own risk. This includes, but is not limited to, situations where a warm-up is missed or not fully completed. The gym and its staff are not responsible for any injuries or incidents that may occur as a result of failure to follow proper warm-up procedures or any other factors beyond our control. It is your responsibility to ensure you are physically prepared for the session and to inform the trainer of any relevant health concerns.
5.7 Members must read all Health and Safety notices displayed in the facilities and comply with their recommendations. It is essential that all users follow the instructions displayed on each piece of fitness equipment, including any warnings and guidelines on how to use the equipment safely.
5.8 TBB Fitness Ltd assumes no liability for any accidents, injuries, or incidents that may occur while working with freelance Personal Trainers, nor for any advice or guidance provided by them. All clients engage with freelance Personal Trainers at their own risk, and TBB Fitness Ltd disclaims responsibility for any consequences arising from such interactions.
5.9 TBB Fitness Ltd has a zero tolerance policy on the use, sale or purchase of illegal drugs or non-prescription steroids on the premises and reserves the right to eject, terminate and ban any member or guest contravening this.
5.10 In the event of an emergency, including a fire, medical emergency, or other critical situations, it is essential that all members and visitors follow the gym's emergency procedures to ensure their safety.

5.10.1 If you hear the fire alarm or are instructed to evacuate, immediately stop any activity and proceed calmly to the nearest exit. Do not use the elevators. Follow the designated emergency exit routes, which are clearly marked throughout the facility. Gather at the designated assembly point. Do not re-enter the building until instructed to do so by staff or emergency services. Follow all instructions from gym staff and emergency personnel.
5.10.2 If someone appears to be in medical distress or needs assistance, alert a gym staff member immediately. If trained personnel are available, they will provide first aid until emergency services arrive. Do not attempt to provide medical assistance unless trained.
5.10.3 In case of other emergencies, such as severe weather or power outages, follow the instructions provided by staff and remain calm.
5.10.4 Please familiarize yourself with emergency exits, first aid kits, and staff contact points upon entering the gym. Your cooperation and adherence to these procedures are vital to ensuring the safety of all members and staff.

6. Conduct and Behavior

6.1 Providing the information above helps our team be able to provide you with the best level of care and service. We aim to provide you with expert advice/instruction on exercise & fitness and provide a clean and modern facility operated by respectful and engaged staff.

6.2 Basic Rules:

6.2.1 Please clean up after yourself, leaving the space and equipment tidy in consideration of other users. This includes benches, lockers, gym floor, equipment, showers, toilets and changing areas.

6.2.2 Appropriate clothing & footwear, (closed-toed with adequate grip) must be worn at all times, including while squatting or dead-lifting. Physiotherapy or medically directed barefoot exercises are permitted, provided socks are worn at all times and exercises are limited to the upstairs stretching area or astro-turf areas of the gym floor.

6.2.3 Maximum of 3 users per piece of equipment at one time.

6.2.4 Gym equipment should be wiped down after each use, using the cleaner provided.

6.2.5 All guests should bring their own towel to use in the gym.

6.2.6 Smoking or the use of vapes/electronic cigarettes is not allowed anywhere on the premises at any time.

6.2.7 Gear bags must be stored in the locker rooms or the storage shelves outside of the changing rooms and kept out of the way of other gym users. If your personal items are deemed to be a tripping hazard or inconveniencing other users, you will be asked to remove your belongings and place them in the appropriate storage area immediately or they will be moved by one of our staff.

6.3 Personal Liability: TBB Fitness Ltd accepts no liability for personal injury, lost or stolen personal effects, or incurred property damage however caused while using the facility or its parking area.

6.4 Recording or photographing within the gym is strictly prohibited unless prior permission has been obtained from a member of staff. Any recordings or photographs must not include other members or users who have not expressly consented to being recorded. Permission to record or photograph is granted on a temporary basis and may be revoked at any time, without cause, by the staff member who issued the approval or any other member of staff.

6.5 In the event of a policy violation or disruptive behavior, TBB Fitness reserves the right to take any of the following actions:

6.5.1 Immediate Removal from the Facility; Any member or guest who engages in disruptive behavior, violates gym rules, or acts in a manner that jeopardizes the safety or comfort of others may be asked to leave the facility immediately. This action will be at the sole discretion of TBB Fitness staff.

6.5.2 Revocation of Membership; Repeated or severe violations may result in the revocation of membership, either temporarily or permanently. In such cases, no refunds will be issued for unused membership periods, and the individual will be prohibited from re-entering the facility.

6.5.3 Further Action; TBB Fitness reserves the right to take additional measures, including contacting law enforcement or other authorities, should the situation warrant it.

6.6 All members and guests are expected to adhere to the gym's rules and conduct themselves in a respectful and courteous manner at all times. Failure to do so may result in immediate action, as determined by TBB Fitness staff.

7. Disclaimer of Liability and Acknowledgment of Risks

7.1 By using the facilities at TBB Fitness, you acknowledge and accept the inherent risks associated with physical activity, including, but not limited to, the risk of injury, illness, or damage to personal property. TBB Fitness is not liable for any personal injury, loss, or damage to personal property that occurs while using the gym facilities or participating in any activities, whether on or off the premises.

7.2 You understand and acknowledge that physical exercise and activity involve certain risks, including the potential for injury. These risks may include, but are not limited to, muscle strains, sprains, fractures, cardiovascular events, or other unforeseen medical conditions that may arise during or after exercise. You agree to engage in all activities at your own risk and responsibility, and confirm that you are physically capable of participating in the activities you choose to undertake.

7.3 TBB Fitness recommends that all members maintain personal health and accident insurance to cover any potential injuries or medical issues that may arise during their use of the facilities. It is your responsibility to ensure that you have adequate coverage to protect yourself in the event of an injury. TBB Fitness does not provide insurance for members or guests and is not responsible for any medical expenses incurred as a result of injury or illness sustained during participation in any gym-related activities

7.4 Members use Recovery Rooms, including the infrared sauna, shower and any associated recovery facilities, entirely at their own risk. By using these facilities, you confirm that you are medically fit to do so. TBB Fitness accepts no liability for any injury, illness, loss or damage arising from the use or misuse of the Recovery Room, except where such liability cannot be excluded by law. Members must follow all posted instructions and use the facilities responsibly.

7.5 Our best code of practice is that we will endeavour to keep all equipment and facility areas in safe, clean and working order. However, TBB Fitness accepts no responsibility to the user for failure or breakdown of any equipment or machine, whatever the cause.

8. Teen Policy

8.1 You must be a minimum of 18 years of age to use the TBB Coonagh commercial gym facility & all TBB Plus facilities either on a day pass or membership basis. You must be a minimum of 16 years of age to use the TBB Raheen commercial gym facility either on a day pass or membership basis. A parent or legal guardian must be present at the point of purchase, provide documentation, consent and complete all paperwork on behalf of the teen under age 18. The parent/legal guardian must:

8.1.1 Provide proof of the teen's date of birth either in the form of a birth certificate, passport or learner's permit
8.1.2 Complete on behalf of the teen, all account registration information, including a PAR-Q form.
8.1.3 Sign the T & C's on behalf of the teen
8.1.4 Provide their own contact information on the teen's account. Due to GDPR and TUSLA Child Protection laws, the business is only able to contact someone 18 years of age.
8.1.5 The parent/legal Guardian must sign and date the Parental Informed Consent Form

9. Privacy and Data Protection

9.1 Access to all personal data collected from you in connection with your membership is dealt with in accordance with the TBB Fitness Limited Privacy Policy which can be downloaded from our website or obtained from a member of staff. This policy is continually updated in order to comply with the applicable governing laws.

10. Classes, Events, and Personal Training

10.1 Non-Member class, event or personal training registrations will be accepted at least up to 2 weeks in advance and booked a minimum of 15 minutes before the class start time. Payment is due at the point of booking. If payment has not been received at point of booking or there has been an issue processing payment beforehand, payment will be required prior to entry. Class reservations cancelled with less than 24 hours before the scheduled class will be charged the full class fee. Full refunds in the form of account credit will be given when the reservation is cancelled before the 24-hour cancellation window. There are no cash refunds.
10.2 Personal Training sessions: Personal Training sessions require a minimum of 12 hours' notice for any cancellation or rescheduling. Any session cancelled within 12 hours of the scheduled start time will be charged in full.

11. Changes to Terms and Conditions

11.1 TBB Fitness Ltd may amend the terms and conditions of this membership at any time and aim to give reasonable notice when possible, including without limitation by posting revised terms on its website at the URL: www.tbb.ie/tos. These amended terms and conditions shall be binding upon you.

12. Force Majeure

12.1 TBB Fitness Ltd shall not be held liable for any failure or delay in fulfilling its obligations under this agreement if such failure or delay is caused by circumstances beyond its reasonable control. These circumstances may include, but are not limited to, natural disasters (e.g., floods, earthquakes, hurricanes), acts of government or regulatory authorities (e.g., lockdowns, quarantines), pandemics, epidemics, civil unrest, war, strikes, technical failures, or any other event or situation that prevents or hinders the normal operation of the gym.

12.2 In the event of a Force Majeure occurrence, TBB Fitness will make reasonable efforts to inform members promptly and to resume normal operations as soon as it is safe and feasible to do so. During such an event, the gym reserves the right to temporarily close, modify services, or adjust opening hours without any liability for disruption, loss of membership time, or refund claims.
12.3 Members are encouraged to stay informed through official gym communications during such events. However, TBB Fitness will not be responsible for any loss, inconvenience, or damage arising directly or indirectly from any Force Majeure event.

13. Disputes

13.1 In all disputes between a facility user and management of the business, we will aim to reasonably and respectfully consider all aspects and work to satisfactorily resolve the situation. However, in instances where a mutual agreement cannot be achieved, the decision of TBB Fitness Ltd management will be final.

14. Acknowledgment and Agreement

14.1 These Terms and Conditions ("Agreement") govern your membership and use of our gym facilities and services. By signing up for membership, you acknowledge and agree to abide by these terms, as well as any rules or policies set forth by the gym from time to time. This Agreement constitutes a legally binding contract between you ("Member") and TBB Fitness Limited ("Gym"), and covers all aspects of your membership, including payment obligations, access to facilities, personal conduct and health and safety. It is important that you read and understand these Terms and Conditions thoroughly before proceeding with your membership.