

MEMBERSHIP AGREEMENT & TERMS AND CONDITIONS OF MEMBERSHIP

INTRODUCTION

This is an Agreement between you (the Member), and “The Gym”, Barking and Dagenham College. By completing the joining process and becoming a Member of The Gym you are accepting all the terms and conditions in this Membership Agreement. You should only join if you have read and accept them.

DEFINITIONS

Gym Membership Rules: the rules governing your conduct.

Membership: your contractual relationship with us, “The Gym”, Barking & Dagenham College.

Staff/ Student Membership: Membership available to Staff/ Students only.

NHS/ OAP Membership: Membership available to NHS workers and OAP's only.

Public Membership: Membership available to the Public.

Monthly Membership Amount: the amount you agree to pay each month for your Membership.

Annual Membership: a membership that is paid upfront and has a fixed term of 12 months unless otherwise stipulated.

Personal Training Sessions: sessions that are subject to a separate agreement

PRINCIPLE TERMS

This agreement commences :

On completion of registration documents, payment and induction.

Your membership starts immediately, unless otherwise stated during the sign-up process.

You cannot transfer this agreement to anyone else.

You agree to comply with the Gym Membership Rules and use the facility and equipment in a proper manner. You must consult a member of staff if you are unsure. We are not liable for any injury suffered through incorrect use of our equipment or facilities.

You will be liable for any damage caused to our equipment or facilities through your negligent use.

FEES AND CHARGES

The total first payment amount is due from you to us, and is due immediately. The first payment is taken by cash or on card, this will be paid on the day of joining. Direct Debit instructions will start the following month on the 4th or 28th of the month as specified at joining.

If the terms on which you are accepted as a Member include an initial Promotional Rate, you agree to pay the discounted Promotional Rate as a recurring Monthly Membership Amount during the introductory period specified in the promotional or introductory offer and that thereafter we may debit for the higher standard Monthly Membership Amount specified in the promotional offer (or such higher rate as might apply) in respect of each successive month after the introductory period has lapsed and unless or until your Membership is cancelled.

You agree to maintain a Direct Debit instruction with your bank for the Monthly Membership Amount.

You agree to pay us the Monthly Membership Amount regardless of lack of attendance, or whether there is any temporary interruption in services during the period, foreseen or unforeseen. In circumstances where we are required to close or restrict facilities for any reason, "The Gym" are under no obligation to offer a refund for loss of service.

You agree to advise us immediately of any change to the Members Details provided.

GENERAL TERMS

You agree to comply with the Rules of Membership which are displayed prominently in "The GYM" and relate to opening hours, use of facilities and your conduct.

Gym rules: No food or drink is allowed in the gym, except water. Do not drop weights (control your descent) and put the weights back after use to keep the gym tidy. Be courteous to other gym members and wipe down equipment after use. Suitable gym clothing and shoes should be worn at all times.

This includes Covid-19 social distancing and cleaning regulations in place in "The GYM" including wiping down equipment before and after use. We may make reasonable changes to these Rules at any time provided we give you advance notice of the change.

If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.

We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced.

This agreement is governed by English Law. We may terminate this agreement with immediate effect on notice to you if you are in breach of "The Gym" Rules. In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

STARTING YOUR MEMBERSHIP

By completing the joining process and becoming a Member of "The Gym", you are accepting all the terms and conditions in this Membership Agreement (insofar as they are applicable). You should only join if you have read them and accept them.

You will be liable for any damage caused to our equipment or facilities through your negligent use.

You are entitled to access and to use the gym by your Membership until termination or suspension of that Membership pursuant to this Agreement.

We will make reasonable endeavours to make available to you the rights and privileges of Membership of the gym you joined and have paid for. This includes access to the gym and gym equipment, changing areas, staff and independent self-employed trainers for general advice. We will make reasonable endeavours to communicate to you in advance if we are unable to make available to you the rights and privileges of Membership.

CHANGING YOUR MEMBERSHIP

If you have a discounted Membership and your Membership is terminated, you will waive the right to the discount and pay the advertised Membership Amount or Monthly Membership Amount if you later choose to re-join "The GYM".

We may, with reasonable notice and at our discretion, close our premises for reasonable periods of time to carry out maintenance, repairs, refurbishment, cleaning or for other reasons outside of our control, including at least 2 days a year for necessary maintenance or other work. We will endeavour to reopen facilities as soon as is reasonably possible in these circumstances. You agree that you will not be eligible for any refund for the temporary interruption in services during the period.

ENDING YOUR MEMBERSHIP

You have the right to cancel this Agreement within 14 days from the start of the Agreement without giving any reason, but you must let us know you wish to do so within the 14-day period.

In case of dispute you must show that you cancelled the Agreement in accordance with the cancellation terms, but for these purposes it will be sufficient to show that you sent your communication (to the correct address) concerning your exercise of the right to cancel before the cancellation period had expired.

For members joining on a Contracted Membership, we operate a fair cancellation policy as follows. This means that we will cancel your agreement and refund any money owing paid in cash up front. The period of refund - if applicable - only relates to the date from when the correspondence is administered. We require 30 days notice in order to administer cancellations. The reasons for this cancellation being permissible are as follows:

Doctors note stating that exercise will be detrimental to health if continued.

Moving permanently out of the area after joining the facility (minimum of 15 miles from "the GYM"). Proof of relocation required either utility bill / council tax / solicitor letter. Note: this does not apply to student memberships.

Made redundant after joining the facility - proof of redundancy letter needed.

In order to avoid disputes, you should not cancel your Direct Debit mandate with us until you have been cleared to do so by one of our staff.

For members outside of their Contracted Minimum Period and who have made the Minimum Number of Direct Debit Payments, you may terminate your Membership at any time by contacting fitnesscentre@bdc.ac.uk. We require 30 days notice in order to administer cancellations.

All cancellation requests should be made in writing. All cancellation requests should only be considered complete when confirmed by a member of staff. We are not obligated to refund any payments which are taken after a cancellation request, where that cancellation request has been made verbally or over the phone.

We may terminate this Agreement and cancel your Membership with immediate effect on notice to you if you breach any of the Gym Membership Rules, or for any reason deemed sufficient by us to terminate your Membership. In this event, your access to the facilities will also be terminated and you will not be eligible for any refund.

If you cancel your Direct Debit mandate via the bank or any other third party whilst in your Contracted Minimum Period, you will be liable to pay the remaining balance of your Contract. "The Gym" also reserve the right to immediately suspend access in these circumstances.

FREEZING YOUR MEMBERSHIP

Options exist to freeze your membership payments. These include:-

Temporary Illness or Injury: This agreement may be frozen in the event of serious temporary illness, injury or medical condition upon appropriate proof from a doctor or other suitably qualified medical practitioner.

Pregnancy: This agreement can be frozen if you become pregnant for a maximum of 6 months pre-birth and a maximum of 6 months post - birth upon the appropriate proof being given.

Extended time away: This agreement may be frozen for up to a maximum of 3 months if you are spending an extended amount of time (over a month) away from the area of the gym, subject to appropriate proof being provided.

Please note that Freezes come to an end automatically, and billing will recommence once your Freeze Period has expired.

Previously having a Freeze for any reason does not guarantee acceptance of a further Freeze.

Please note - ANY Freeze will not be actioned until the appropriate proof is provided and received.

DATA PROTECTION / GDPR

All processing of your personal data will be in accordance with our Privacy, CCTV & Data protection policy.

It is your responsibility to ensure that the data we hold for you is up to date. We cannot be held responsible for any loss incurred by you if you fail to receive communications or information as your contact information is out of date or otherwise incorrect.

For the safety and security of you, our other members and our staff, and for associated purposes of crime prevention and detection, we operate 24-hour CCTV security. The images will be captured, processed and retained in accordance with our separate Privacy, CCTV & Data Protection.

We will securely store personal data including membership information and CCTV coverage.

You can contact us with any queries or concerns by emailing fitnesscentre@bdc.ac.uk

You agree that to be eligible for a Student Membership you must be in full or part-time education and will provide proof of this status. Failure to do so may result in your Monthly Membership Amount being raised and brought in line with standard pricing at your club.

ADDITIONAL SERVICES

Personal Training Sessions do not form part of this Agreement.

We may provide induction services or personal reviews of your training needs if required. Such services are provided without additional charge.

OTHER CLAUSES

Only you, the person named in the online joining process, can benefit from this Agreement.

If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.

“The Gym” are not liable for any loss, damage or theft of any of your property that you bring onto our premises.

We reserve the right to increase our prices in line with RPI each year, so that we can keep pace with inflation. This will be reviewed annually, and notices of price increases given in advance.

This Agreement is governed by the law of England and Wales.

Members Name:

Members Signature:

Organisation Name: Barking and Dagenham College “The GYM”

Organisation Representation Name:

Organisation Signature:

Date: