

TERMS & CONDITIONS

Definitions:

B! Health and Fitness Ltd :”we”, “us” or “our”;

Customer = “you”;

1. MEMBERSHIP

1. Your membership commencement date is the day when your membership application is successfully completed.
2. You will be entitled to all the rights and privileges extended to you for the type of membership chosen.
3. You may have to pay an activation fee when you apply for membership.
4. If you did not sign up on our premises, you have 14 full days after signup to cancel this contract for any reason. To exercise this right, you must inform us in writing by post or email using bmemberships@gmail.com. If you exercise this right to cancel, we will reimburse you all activation and membership fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel, then the activation fee will become non-refundable and you will be required to pay a fee for the number of days between signing up and your cancellation notice. You will be billed at our casual rate for services used.

2. MONTHLY MEMBERSHIP

1. Your monthly membership will run for the initial period which, depending on your agreed membership period, will be 6 or 12 calendar months / payments (“Minimum Period”).
2. You may be required to pay an initial membership fee which will be a pro rata membership payment for the period between completing your membership application and the first Direct Debit being taken. If so, the initial membership fee will be added to your first month's direct debit.
3. After a successful membership application, we will collect the first monthly payment by Direct Debit through GoCardless. Membership payments will then be collected monthly in advance around the anniversary of your membership commencement date or the next available working day if a weekend. Monthly fees are payable even if you do not use the club.
4. The Minimum Period commences on the day that the first Direct Debit is taken. Depending on your agreed membership period this will be followed by either 5 or 11 monthly payments.
5. Once the Minimum Period has expired your membership will continue indefinitely on a rolling monthly basis until cancelled by you (“Automatic Renewal”). Direct Debit payments will continue to be collected by us as agreed at the time of setting up the Direct Debit Instruction.
6. We may change the amount of your rolling monthly membership payments. If we do, we will write to you at the email address you have given us 30 days before the changes take place.

7. If you want to cancel your membership at the end of the Minimum Period, you must give us one calendar months' notice which must be received before the first day of the final month of the Minimum Period. If you wish to cancel your membership at any time after the Minimum Period, you must give a full calendar month of notice.
8. Notice should be in writing by email to bmemberships@gmail.com. If you give us notice but we do not receive it before the first day of the final month of the Minimum Period, we will treat your notice as if we received it on the first day of the following monthly period and your membership will not end until the last day of that monthly period.
9. Your cancellation notice is not effective until we have received it and it is your responsibility to obtain proof of delivery/receipt.
10. If you cancel your membership or breach this contract during the Minimum Period, other than in the circumstances set out above, we shall be immediately entitled to a termination payment ("Termination Payment").
11. The Termination Payment will be the total of:
 1. Any arrears.
 2. The monthly payments that would otherwise have fallen due before the end of the Minimum Period.
1. We require payment to terms. Payment must be made on time, in full, and without any deduction, set off or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents, Daniels Silverman Limited, which will incur costs. Any costs incurred to collect the debt will be added to the debt and payable by you. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court

3. ANNUAL MEMBERSHIP

1. Your membership fee is payable on commencement of your membership and thereafter annually in advance. Each annual payment entitles you to a year's membership and a bonus month which will be credited to the end of your membership.
2. If you do not wish to renew your annual membership after 12 months your membership will cease at the end of the 13th month.

4. TERMINATION

1. Annual membership and, during the Minimum Period of a monthly membership, your membership may only be cancelled early at our absolute discretion.
2. Activation fees are non-refundable and non-transferrable. If you cancel and wish to rejoin at a later date, you will be required to pay the fee again.
3. You may transfer your membership to another of our gyms if you move home but this may mean you have to pay higher membership fees.
4. Memberships and/or Direct Debit Payments may only be frozen at our absolute discretion. In the event of a freeze being approved, the initial term would be extended by the same period.
5. We may cancel your membership at any time with one month's written notice.
6. Annual members will be entitled to a refund for the unexpired period of their membership. Monthly members will not be entitled to any refund.

7. We may cancel your entire membership with immediate effect in the following circumstances:
 1. If you are abusive to other members or our staff, use rude or abusive language or behave or threaten to behave in a violent or aggressive way whilst on the premises.
 2. If you or your guest breach this membership agreement or the gym rules and you do not or cannot put it right within seven days of us writing to you about it.
 3. If, with your knowledge or permission, another person uses your membership card to access the facilities.
 4. If you miss one payment, we may suspend your membership which will prevent you from entering and using the facilities until your payment is made.
 5. If you miss two payments, you will be deemed to have breached your contract and your membership may be cancelled with immediate effect and we shall be immediately entitled to a Termination Payment.

5. USING OTHER GYMS

1. As a fully paid up and active Silver, Gold or Platinum member (6 or 12 month contract), you have access to all B! Health & Fitness gyms.

6. MEMBER CONDUCT/HEALTH AND SAFETY

1. You must comply with our Gym Rules, which form part of this agreement. These can be found on a separate document, and are displayed in the club. We may change the rules at any time. We will post notice of any changes at the club.
2. We will not accept liability for any loss, damage or theft of any property you bring onto our grounds or premises while it is not in a locked locker. The most we will pay you for any loss, damage or theft to property while it is in a locked locker is £500 (for any one incident) if the loss, damage or theft is caused by our (or our employees', agents' or subcontractors') negligence.
3. We do not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the grounds which is not caused by our negligence.. If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened, to a member of staff immediately.
4. Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:
 1. Death or personal injury caused by negligence.
 2. Fraud or fraudulent misrepresentation.
 3. Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
5. Some personal trainers at our clubs may be self-employed. Any service they provide is charged at their determined rate and remains a contract between them and you. We cannot accept any responsibility if a personal trainer breaks the contract or is negligent.

6. You are only permitted to leave your belongings in a locker whilst you are using the gym facilities. If you leave your belongings in a locker overnight, we have the right to remove any locking device and your belongings.
7. Lockers remain our property.
8. We do not guarantee that car parking is available at the gym site and you are only entitled to park on site whilst using the gym facilities. You park in the car park at your own risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in our car park.

7. BOOKINGS AND ATTENDANCE

1. You may have to pay additional charges to use certain other facilities/activities at the club. You can get details of these at our reception or by visiting our website. We can change these prices at any time.
2. All members may book up to 7 days in advance. Where a payment is required all bookings must be paid for at the time of making the booking.
3. Personal training and certain fitness classes are additional services between you and us and are non-refundable.
4. Pre-booked sessions may be switched by giving notice of the start time. For personal training sessions the notice period is 12 hours' and 3 hours' notice is required for fitness classes Further details regarding personal training will be made available before these services commence by way of the personal training agreement.
5. Failure to switch your booking within the above time periods and non-attendance will result in the full cost of the booking being charged. This fee will be at the standard price applicable for that personal training session or fitness class. At the discretion of the Manager or his nominee exceptions may be made in special circumstances.
6. All class bookings are subject to availability and may be cancelled if the minimum numbers are not achieved. We will endeavor to notify all attendees by telephone or text should this happen. All members booked onto that class will be automatically rolled forward to the following week.
7. Club's may open/close earlier during public holiday periods. Facilities may also close for occasional special events. Notices will be displayed in the club in advance notifying customers of any changes. No refunds will be available for these periods.
8. We may change the clubs opening times or withdraw any of the facilities at any time if we need them for events, tournaments, exhibitions or other special activities.
9. We may need to close a facility or part of it for repair/refurbishment on the grounds of health and safety, or improving customer service. Fitness classes may also have to be cancelled due to unforeseen instructor unavailability. In the above circumstances, we will use our best endeavors to give as much notice as is reasonably practicable either via email or by displaying notices in the club.
10. Your membership does not give you priority over other users or guarantee the availability of facilities.

11. Our management reserves the right to change the activity timetable and inclusion of PREMIUM classes. New timetables will be communicated in club and made viewable on the member app.
12. Promotions do not apply to existing members.

CLUB RULES

- When using the facilities, members must wear sports clothing and footwear that is both clean and suitable for exercise. You may be required to remove your footwear for certain classes. However, when leaving the all class studios, please ensure that you are wearing appropriate footwear again.
- All equipment MUST be used in the manner it is intended. Failure to do so may result in injury to yourself or others for which B! Health & Fitness cannot be held responsible. Please ask a member of gym staff if you are unsure on how to use any of the equipment.
- Equipment MUST be left clean and usable for the next member. Tissue and disinfectant spray is provided for this. Please inform a member of staff if these have run out.
- If using free weights, plates MUST be removed after use and dumbbell/bars/plates should all be returned to their storage area. Weights (whether free standing or fixed path machines) MUST not be dropped or thrown during or after usage.
- For your own safety and that of others, you MUST use clips on the plate loaded Barbells.
- Any damage caused to our equipment or facility may be charged back to the member.
- Members MUST maintain personal hygiene whilst using the gym facilities. Members should be respectful of other gym users and staff at all times.
- At busy times please use the machines and weights responsibly. Allow others to use equipment in between sets and rest periods. Please respect a maximum of 3 in a training group.
- All mobile phone calls MUST be taken off the gym floor.
- All personal belongings and/or gym bags are brought onto the premises at your own risk and should be kept securely in the lockers provided.
- Please do not take photographs/videos on the premises or post remarks to any social media platform that may identify another member, without prior consent from that member.
- Only B! Health & Fitness personal trainers are permitted to provide personal training services on these premises. Any person believed to be violating this rule will be asked to leave immediately.
- You MUST not bring, use or be under the influence of alcohol or drugs on these premises. Should this happen, in the opinion of B! staff, you will be asked to leave the premises.

- No stringer-style vest tops or posers please. We are here to train. Admiring yourself in the mirror can be done in the comfort of your own home.
- No chalk or liquid chalk.
- No chewing gum or eating on the gym floor.
- All drinks are to be in a sealed container with a lid.
- You are asked to arrive 5 minutes prior to any bookable events, such as classes, inductions or personal training sessions. If you are not on time you may be turned away.
- Payment **MUST** be made when booking a class (unless included in your membership).
- Last entry to the facility is 45 minutes prior to closing.
- The gym is available for 24/7 use by members who hold an active 6 or 12 month, Silver, Gold or Platinum membership.
- When using the gym during unstaffed hours members do so at their own risk and must only use equipment that they are familiar with and confident to operate safely.
- The gym will be staffed between 8am and 8pm Monday to Friday, 8am to 1pm Saturday. The gym will be unstaffed at all other times including Sundays and certain bank holidays. (These will be notified to members in advance via email and the members notice board).
- The changing facilities will be open during unstaffed hours. However if we experience high usage, there may not be hot water between late evening and early morning.
- When using the gym during unstaffed hours members will **ONLY** be able to gain access via the QR code on their member app. This QR code must be presented to the reader at the front entrance door. If a membership has any current payment issues the door will not unlock. Once inside the gym you will be required to scan in at reception as usual.
- External security services (Cerberus) will monitor our CCTV system when the gym is unstaffed.
- Our door camera operates per scan and will detect 1 person per door entry scan.
- Cerberus Security will monitor every door entry activation and ensure only one person enters the facility per scan.
- Outside of manned hours, reception and the first floor staff office areas will be controlled by zonal CCTV and monitored by Cerberus Security. All class studios will be locked.
- For your own safety and that of others, you must use clips on the plate loaded Barbells.
- If using the gym during unstaffed hours and when there are less than 5 other members on the premises, every member **MUST** take a panic alarm (clearly identified in the entrance area) and keep it close to them at all times. To activate the panic alarm both

buttons must be pressed simultaneously. This will activate our internal alarm system and alert Cerberus who will in turn notify the emergency services.

- All panic alarms must be returned on exit.
- All lighting within the club is set to auto timers. The timers are set to allow sufficient time for moving around the club but will switch off if no motion is detected for protracted periods of time. Please be aware of this and avoid significant periods of inactivity. At no time should a member adjust manual lighting switches as this will disrupt the automation.
- When using the gym outside of the hours of 7am to 10pm please be respectful of local residents and arrive / exit the premises quietly.
- Any access into unauthorised areas or breach of these Gym Rules may result in additional charges being payable and/or termination of membership.

HEALTH & SAFETY PLEDGE

Here at B! Health & Fitness we are passionate about helping people raise the bar and live a healthier life, which in most instances means fewer ailments, more fun and greater confidence. Your health is your responsibility and our staff will aim to support you and provide you with a professional, safe, clean and friendly environment in which to achieve your fitness goals and to enjoy the facilities that we offer.

MEMBER COMMITMENT

We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you. If you are concerned about a medical condition that might interfere with you exercising safely, you must offer this information to a member of staff during the induction process.

MEMBER SAFETY

With so much home gym equipment available, we will only ever purchase commercial grade equipment that is intended for commercial fitness facilities and comes fully warranted.

MEMBER ASSURANCE

Equipment will be cleaned and inspected regularly, then serviced and certified at least annually. 24 hour CCTV will be operational at all sites and monitored by professional external CCTV surveillance operatives during unstaffed hours. Individual safety alarms

are provided at all facilities so that during unstaffed periods, the surveillance company can alert the emergency services if needed.

MEMBER SUPPORT

Our staff will be trained to a recognised industry standard with all qualifications displayed in club. Our staff will only complete courses and achieve qualifications that are recognised and accredited. All staff will maintain required hours of annual CPD (continuous professional development).

MEMBER CAPACITY

Membership numbers are capped at all venues in order to maximise workouts and minimise the potential for excessive overcrowding.