



Greshams Ipswich

Fitness & Leisure

TERMS AND CONDITIONS VERSION 1.3 19-06-2020

1. OVERVIEW

1.1 The terms and conditions set out below, together with the provisions set out on the Membership Agreement (the 'Terms') apply to the studio membership contract between "you" (the member named on the Membership Agreement attached) and "us", Greshams Ipswich Ltd (Greshams Fitness & Leisure) (company registration number 10900464) as from the Membership Valid from date set out on the Membership Agreement.

1.2 By signing the Membership Agreement you are agreeing to become a member Greshams Fitness & Leisure and be bound by the Terms.

1.3 As a member/pay as you go/top up user, you agree to provide a recent photograph/unique I.D. for the purposes of your membership and at all times follow our in-house rules, which relate to your use of our studio and your behavior in our studio. Identification must be provided upon request.

2. PAYMENTS /FINANCIAL COMMITMENT

2.1 You will pay your membership/class fees in accordance with the payment option selected by you on the Membership Agreement attached, being either:

1. Inclusive At Home/and Studio – Monthly payment contract running until 31/12/2020
2. Inclusive Monthly – contracting running until 21/12/2020
3. Bulk buy top up
4. Pay as you go credits (pay per class).

2.2 If you are paying by Monthly Direct Debit, your signature on the credit-card or debit-card form authorises us to use that card to take the monthly payment if we do not receive your direct-debit payment for any reason. If you fall behind with your membership fees and this is not caused by a bank error, we may charge reasonable administration fees or suspend or cancel your membership and we may pass your details to a debt-collection company to recover any outstanding payments.

2.3 Inclusive At Home/and Studio – You are bound by the terms of financial commitment from the date of purchase up until 31/12/2020 where your monthly fee will be applied for and taken each month. Please note your financial commitment still required if you cancel set out in "**CANCELLATION.**"

2.4 If you pay your membership fees monthly by direct debit (Inclusive monthly members only), your membership will automatically continue until the expiry date above.

2.5 If your monthly payment is cancelled or does not clear, we may refuse you entry to our facilities and/or we may at our discretion apply additional charges of up to £25 "administration charge" for rejected payments.

2.6 Revising the price of your membership fee: we will give you at least 30 days' notice of any change in membership/class fees applicable to you as per the Direct Debit Mandate guarantee. Any change to the price of the Greshams Fitness & Leisure Monthly Membership will not affect the price you pay until the end of your monthly membership period. Please note your right of cancellation set out in "**CANCELLATION.**"

2.7 Pay as you go class payment will be applied for and taken at the time of booking. Please allow 3 working days for the transaction to show as processed in your bank account.

2.8 Top Up Users: Credits valid for 3 months and must be used within this timeframe. Failure to do so will result in online credit to your account being zeroed.

3. CANCELLATION/REFUNDS

3.1 Inclusive Monthly/Inclusive At Home/and Studio: During the membership agreement you are financially committed to make your monthly payments up until expiry on 31/12/2020. Any cancellation outside of the cooling off period will be charged.

3.2 Greshams Fitness & Leisure can cancel your membership/refuse participation if: you have seriously broken the club rules or any terms of this contract; you do not pay any fee or charge within seven days of the date it was due, and we have written to you and given you a further 14 days to pay (so the fee or charge is more than 21 days late); Greshams Fitness & Leisure permanently closes (if this happens, we will refund any membership fees you have paid upfront for a period of membership that has not yet been completed), or for any other reason if we consider it necessary to end your contract.

3.4 Requests to cancel your membership should be made via e-mail, or in person at the studio. **Greshams Fitness & Leisure do not accept cancellation requests by telephone.** Studio opening hours are **Monday to Friday 6.30 a.m. to 8.30 p.m, Saturday 8.00am to 10:00am, Sundays 9:00am to 10:00am, Bank Holidays CLOSED.**

3.5 Member/pay as you go/top up user **class** cancellation:

Cancellations must happen 6 hours prior to the class time so that we can fill the space with a customer on the waiting list. **Failure to do so will result in no refund/or warning notification.** Refunds will be considered at Greshams Fitness & Leisure's discretion for any other circumstances. The following penalty system applies:

Occasion One: E-mail warning notification

Occasion Two: One Day class booking ban

Occasion Three: Three Day class booking ban

Occasion Four: Five Day class booking ban

3.6 Memberships and Top up credits can be cancelled within 14 days of the purchase date and a full refund will be processed minus any credits used. Any cancellation after the 14 day cooling off period will entitle a full refund minus a cancellation fee, or financial commitment to pay your remaining monthly payments under the Inclusive Membership.

3.7 On occasion it may be necessary for a class to be cancelled or for the class type or instructor to be changed. Greshams Fitness & Leisure reserves the right to do this at any time. Where possible advance notice to those members who have booked the affected class will be given, however this may not always be possible.

3.8 Members who continually book then cancel may receive a warning, lose the facility to book classes, or have their online membership account suspended.

4. IN HOUSE RULES

4.1 You must conduct yourself in a well-mannered fashion at all times. We may cancel your membership immediately should you harass, threaten or abuse our staff or members of Greshams Fitness & Leisure, maliciously damage our property, or should you commit any illegal act whilst on our facilities.

4.2 Respect the privacy and personal space of other members.

4.3 Respect the rights of all participants regardless of their gender, ability, cultural background or religion.

4.4 Members should not participate under the influence of alcohol/drugs. Greshams Fitness & Leisure reserve the right to refuse entry for persons under the influence of alcohol/drugs.

4.6 Greshams Fitness & Leisure do not take any responsibility for members' own personal property and possessions. Members leave their possessions in the studio at their own risk. Please use lockers provided to secure your belongings.

4.7 Use of Equipment - Members should not tamper/damage equipment in any way. Failure to adhere to this rule will result in immediate cancellation of membership/class participation. If any equipment appears to be damaged or faulty, please report this to your instructor immediately.

5. GROUND RULES

5.1 Any contents left in owners vehicles is left at their own risk. Greshams Fitness & Leisure does not take any responsibility to damage of any vehicle.

5.2 Showers to be left clean and tidy after use.

5.3 Greshams Fitness & Leisure members have full access to the Greshams bar facilities. No kit bags are to be left in the bar area.

6. LIABILITY

6.1 You agree that attendance at or use of any such classes, activities, or other services is solely at your own risk. In no event shall Greshams Fitness & Leisure be liable for any injury, loss, claim, damage or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of or is any way connected with a user's attendance or participation in a class, service or appointment made through the site, or the performance or non-performance in connection with the services.

6.2 If injured during a class, please seek immediate help from your instructor. Further assistance can be provided by the on duty first aider. The first aid kit is located at reception.

6.3 You are responsible for ensuring that you are properly equipped and that your state of health and physical condition is such as not to involve any risk to you or any other person making use of our facilities. Greshams Fitness & Leisure will not take any responsibility for injury as a result of non-disclosure or improper use of our equipment. If you use any piece of equipment supplied by us, you must be competent in its use or have received instruction by a member of our staff.

6.4 The minimum age for participants is 18 years old. Anyone under the age of 18 must be accompanied by their parent/guardian.

7. DATA AND PERSONAL INFORMATION

7.1 Your personal details will be stored securely on our computer database in line with the Data Protection Act 1998 (DPA) and used/shared only within the Greshams Fitness & Leisure employees.

7.2 We will analyse your purchase history to provide you with relevant and personalised offers, information and advice if you opt to receive communications from us.

7.3 Data will only be collected and used upon your consent. Completing and registering online and selecting that you have read and understood the Greshams Fitness & Leisure terms and conditions confirms you are happy for us to record your personal information.

7.4 If a request to cancel is received all personal data will be deleted and won't be accessible again. A new form will need to be completed and new data will be captured if a participant wishes to re-join.

7.5 You have the right to get a copy of the information held about you at any time. Please contact a member of the management team for this to be actioned. Please note that a fee will be charged for you to access this information.

8. CLASS BOOKING

8.1 All classes can be booked online ONLY. Booking is based on a first come first served basis.

8.2 As a service standard we recommend that you book online to guarantee your place in the class. Advanced bookings can be made 7 days in advance. All booking will open at 00:01.

8.3 Classes cannot be booked for more than one person at any one time.

8.4 Advanced bookings are to be made in our members area on our website. All members registered to the Greshams Fitness & Leisure website will have full access to our 7 day calendar to book classes.

8.7 Bookings cannot be made via telephone or e-mail.

8.8 By accessing and using the class booking system you indicate that you accept the terms and conditions of the website.

8.9 Members on the reserve list will be placed on the register if a space becomes available in the order of reservation and will receive an e-mail confirming this

9. ONLINE WORKOUTS

9.1. Greshams Fitness & Leisure take no responsibility in you taking part in voluntary home workouts. You will take part at your own risk ensuring the area where you work is safe to use. Do not take part if you suffer from any injury that may cause pain when you exercise. It is up to you to take responsibility for your own safety measures during these exercise classes.

9.2 Bike Safety and usage – Please refer to your instruction manual provided. Bike use is for OVER 18's only as part of the manufacturers terms.

9.3 Replacement bike parts will be replaced by Greshams Fitness & Leisure for general wear and tear only. Improper use of the equipment will result in a surcharge for replacement parts and labour for installation.

9.4 Greshams Fitness & Leisure will provide a monthly service of you bike.

9.5 If you wish to return the bike, you will still be liable to pay the remaining monthly payments for the duration of the contract.

9.6 The Bike must stay at one permanent fixed address. You cannot move it from one home to another.

9.7 Your bike is not to be subletted out. The bike is sole property of Greshams Fitness & Leisure.

9.8. The classes provided are by qualified instructors in their class type.

9.9. It is up to you to ensure you have a strong internet connection for best viewing. Please use a computer/iPad with camera for best viewing and for the instructor to be able to see you to help with form