



TERMS AND CONDITIONS VERSION 1.4 17-12-2020

1. OVERVIEW

1.1 The terms and conditions set out below form "the Terms" which apply to the contract between "you" the member named in the record of online registration and "we or us", Greshams Ipswich Ltd (company registration number 10900464) trading as Greshams Fitness & Leisure and take effect from the date and time of your registration on our website at greshamsfitness.co.uk.

1.2 By registering on our website you are agreeing to become a member of Greshams Fitness & Leisure regardless of payment method and be bound by the Terms.

1.3 As a member you agree to provide upon request verification of your identity. You also agree to provide upon request a recent photograph/unique I.D. for the purposes of your membership. Identification must be provided when requested by a member of staff.

1.4 You must also follow at all times our in-house rules as published from time to time and which are on display at the studio. These rules relate to your use of our services and your behaviour in our studio.

2. PAYMENT / FINANCIAL COMMITMENT

2.1 You pay for our services in accordance with the payment option selected by you via our website such as:

- Inclusive Monthly Option (all types)
- Pay as you go credits ('PAYG') in a variety of denominations which may be used to book classes via our website.
- Bulk purchase of pay as you go credits ('PAYG') which may be offered at a discounted price.
- PAYG Credits may also be purchased by Inclusive Monthly Members to enable booking of 'special' classes or events which are timetabled from time to time and which are chargeable across all membership types.

2.2 Inclusive Monthly Options (All types) - For the avoidance of doubt all Inclusive Monthly Plans represent a financial obligation from the date of purchase up until the final (sixth) payment. Your monthly fee will be applied for and taken on the first working day of each month. Please note your financial obligation continues even if you cancel as more fully set out in **Section 3 "CANCELLATION."**

2.3 If you default on your Inclusive Monthly payments and this is not caused by a bank error, we will automatically re-apply for the payment. If the payment subsequently does not clear we may in our entire discretion apply additional administration charges of up to £25 in respect of rejected payments. We also

reserve the right to disable your online account until payment is received and we may refuse you entry to our facilities.

2.4 In the event of continued and unresolved outstanding payment we reserve the absolute right to pursue the matter in the County Court and/or pass your details to a debt-collection company to recover any outstanding payments. All or any of the above will increase the amount outstanding by way of costs.

2.5 If you pay your membership fees monthly by direct debit (Inclusive monthly members only), your membership will automatically continue until the expiry date set out 6 (six) months from date of purchase.

2.6 Revising the price of your Inclusive Monthly 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. But in any case any change to the price of the Greshams Fitness & Leisure Inclusive Monthly Membership will not affect the price you pay until the end of your current monthly membership period. Please note your right of cancellation set out in **Section 3 "CANCELLATION."**

2.7 Pay As You Go (PAYG) top up of credits are paid by Debit or Credit Card online on our website and are immediately authorised or rejected by our payment card processor. You will receive the relevant response at the time of payment. A successful payment will result in the number of credits purchased being automatically and immediately available for booking classes.

2.8 Pay As You Go (PAYG) Credits remain valid for 30 days from the time of purchase on our website and must be used within this timeframe. Failure to do so will result in expired credits and you will need to top up again to be able to book classes.

3. CANCELLATION / REFUNDS

3.1 Inclusive Monthly Plans (all types): As stated in **Paragraph 2.2** during the term of your Inclusive Monthly Plan you are contractually obliged to make your monthly payments up until expiry and where six monthly payments have been applied for and collected. There is a cooling off period of 14 calendar days commencing the day immediately following your purchase of an Inclusive Monthly Plan. **Any cancellation after the cooling off period will result in the full amount becoming due and subject to the processes described in Paragraph 2.4**

3.2 PAYG credits can be cancelled within the cooling off period of 14 days commencing the day immediately following the purchase date and a full refund will be processed minus any credits used. Any PAYG credit cancellation after the 14 day cooling off period will be entitled to a refund of any unused and unexpired credit at full value less an administrative fee of £10.00

3.3 Extenuating Circumstances: We will seriously consider all cancellation requests where there are extenuating circumstances and reserve the right to decide upon any variation to **Paragraph 3.1**

3.4 Greshams Fitness & Leisure reserve the right to cancel your membership/refuse participation for the following reasons:

- If you have seriously broken the club rules or any terms of this contract;
- If 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);
- If 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)
- for any other reason for which we in our absolute discretion consider it necessary to end your contract.

3.5 Requests to cancel your membership must 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 06:30 to 20:30

Saturday 08:00 to 10:00

Sundays 9:00am to 10:00

Bank Holidays CLOSED

3.6 CLASS CANCELLATION

Class cancellations must be actioned a minimum of 6 hours prior to the scheduled class start time. This provides the opportunity for other members to book and attend the class or where there is a queue, for the next member in that queue to either make plans to attend or cancel and so forth. **Failure to cancel a class booking in accordance with this clause will result in the loss of PAYG Credit for the class or a warning notification being issued for Inclusive Monthly members.** Refunds will only be considered in our absolute discretion where there are extenuating circumstances beyond the member's control.

3.7 On occasion it may be necessary for a class to be cancelled or for the class type or instructor to be changed. We reserve 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. PAYG credit will be retained by the member in these circumstances.

3.8 Members who persistently 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 age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.

4.4 Members are prohibited from participating under the influence of alcohol and/or drugs. Greshams Fitness & Leisure reserve the right to refuse entry to any persons under or suspected to be under the influence of alcohol and/or drugs.

4.5 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.

4.6 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 are left at their own risk. Greshams Fitness & Leisure does not take any responsibility for damage to any vehicle.

5.2 Showers are 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 only by and shared only with Greshams Fitness & Leisure employees.

7.2 We will analyse your purchase history to provide you from time to time with relevant and personalised offers, information and advice if you opted 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 a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated. 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 in line with government regulations and guidance.

8. CLASS BOOKING

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

8.2 As a service standard we recommend that you book early 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 on our website. All members registered to the Greshams Fitness & Leisure website will have full access to our 7 day calendar to book classes.

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

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

8.7 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 and/or SMS text message notification.

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. All classes provided are by qualified instructors in their class type.

9.3. 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

10. INDOOR CYCLING BIKE INCLUSIVE PLANS

10.1. Certain Inclusive Monthly Plans include the loan by us to you of an indoor cycling bike for the qualifying period of the inclusive plan. We reserve the right to decide from time to time the exact model and or specification of any bike provided under this scheme.

10.2. Any such indoor cycling bike referred to in **Clause 10.1** remains the sole property of Greshams Fitness & Leisure.

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

10.4. 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.

10.5. Greshams Fitness & Leisure will provide a monthly service of your bike. You must without fail inform us immediately of any defect of or damage to the loan bike.

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

10.7. The bike must stay at one permanent fixed address. It must remain at the address to which it was originally delivered which must be the address registered to your membership account. If you plan to move home during the course of your inclusive plan you must inform us immediately and preferably in writing, such as via an email from your registered email address, providing the full postal address of your new residence. We will update your membership records accordingly and liaise with you to plan how your bike will be safely re-located to your new residence.

10.8. Your bike must not under any circumstances whatsoever be sublet to any other person or party.