

Membership terms and conditions

Heyford Park Gym

PRINCIPAL TERMS

1. This agreement commences once you have purchased a membership through the web sign up process.
2. This agreement covers all memberships, Adult monthly, Adult Annual & Staff monthly
3. This agreement will become binding on you and us, once you have purchased your plan. At which point a contract will come into existence between you and us.
4. You will be entitled to all the rights and privileges set for the Type of Membership chosen.
5. You cannot transfer this agreement to anyone else

DIRECT DEBIT FEES AND CHARGES

1. The first month's membership fees are collected from you by us by Direct Debit. On arrival to the gym for your first session you will be asked to pay £10 in cash for your gym fob – this is non refundable. Payment of this cash fee will also trigger our staff member to book you in for a gym induction session.
2. Your second Direct Debit for monthly membership fees only will be collected one month after you joined. Subsequent Direct Debits for monthly membership fees will be collected monthly thereafter. Each payment made is not refundable under any circumstances.
3. If any Direct Debit is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £20. If, despite us having notified you of a missed payment, further payments are missed, we reserve the right to, at our sole election, either suspend or terminate your membership, upon having given you written notice of our intention to do so. We may present an option to reduce the administration fee if the outstanding amount is paid within 7 days of becoming due.
4. You agree to advise us immediately of any change to the Members Details provided.
5. A monthly charge is applied if you freeze your membership. Your membership can be on freeze for a maximum of 3 months after which your membership will automatically be un-frozen and will revert to your monthly rate. Freeze only applies to monthly memberships and will start from your payment date. Please be aware this must be actioned at least 3 working days prior to your payment date. Please contact gym@heyfordparkschool.org if you wish to freeze your membership.

DIRECT DEBIT PRICES

1. From time to time we may need to increase the price of membership. We will give you at least 1 full months' notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase. During this period, you will have your usual right to terminate your membership in accordance with the membership terms and

conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.

TERMINATION

MONTHLY DIRECT DEBIT MEMBERSHIPS

1. You may terminate your membership at any point after the initial 3 month minimum contract by cancelling your direct debit on line or contacting us directly.
2. In the above circumstances your membership will remain in force until the day before your next payment is due, at which point it will automatically terminate.

PAID IN FULL MEMBERSHIP

1. If you have purchased an annual membership, you will be entitled to 50% of the pro rata amount as refund for any unused membership after the initial 6 month minimum contract.
2. You cannot freeze your membership on an annual term membership.

MONEY BACK GUARANTEE

1. As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you select to commence your membership immediately, or you ask us to start your membership early, you agree that if you subsequently cancel your membership within the 14 day period, you will be refunded any monies paid, less an amount for the membership you have already used commencing from the first day after joining.

FOB ABUSE POLICY

1. Your fob can only be used by you: Your fob is issued solely for your use, as your membership is personal to you and only covers your use of a gym. You are responsible for keeping your fob safe at all times. If you lose your fob you will be charged £10 for a replacement.
2. Use of fobs is monitored: In the interests of the safety and security of all our members, use of fobs and access is monitored and individuals using fobs may be asked to provide proof of identification.
3. What we will do if we think your fob has been used by another individual or individuals we may (in our discretion) decide to conduct an investigation. If we do so we will: (a) inform you, via email, that we believe your fob has been used by another individual or individuals and ask you to provide us with reasonable assistance to investigate the matter; and (b) following our investigation we will contact you, via email, to inform you of our findings and our proposed course of action, which may

include one or more of the steps set out in paragraph 4 below.

4. Our Right to make additional charges and/or cancel your membership: If you unreasonably refuse to cooperate with our investigation, or following our investigation we have reasonable grounds to believe that your fob was used, with or without your knowledge and/or consent, by another individual or individuals, depending on the particular circumstances of each case, we reserve the right to take one or both of the following steps, which are in addition to any other legal rights that we may have :
(a) to apply a penalty charge to your membership fees. By charging an additional month's membership for fob misuse. (b) in the event of serious misuse of your fob, for example, your fob has been used on repeated occasions and/or by more than one individual, to notify you, via email, that we are cancelling your membership with immediate effect, and no refunds will be given.
5. Your responsibility for another's conduct: If we have reasonable grounds for believing that you knowingly provided your fob to another individual or individuals, or allowed unauthorised entry following your entry to the gym (Known as tailgating) in addition to our rights referred to in paragraph 4 above, we may hold you responsible for the conduct of the individual(s) while on our gym premises, and liable for any loss we suffer as a consequence of that conduct.

GENERAL TERMS & CONDITIONS

MISCELLANEOUS TERMS

1. Members must be 16 or older.
2. You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided that we give you advance notice of the change.
3. 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.
4. 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.
5. There may be occasions where we have to close all, or part of, the gym of which you are a member. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will use all commercially reasonable endeavours to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.
6. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.
7. As a consumer, you have legal rights in relation to any services that are not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is

available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.

8. This agreement is governed by English Law.
9. We may terminate this agreement with immediate effect on notifying you if you are in breach of the Clubs Rules.
10. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing or physical condition. Further, that you will advise us immediately should your circumstances change.

INFORMATION ABOUT US

1. We are a company registered in England and Wales. Our company registration number is 07939655 and Our registered office is Bartholomew School, Witney Road, Eynsham, OX29 4AP
2. If you have any questions or if you have any complaints, please contact us. You can contact us by e-mailing us at gym@heyfordparkschool.org
3. If you wish to contact us in writing, or if any clause in these terms requires you to give us notice in writing you can send this to us by e-mail gym@heyfordparkschool.org. We will confirm receipt of this by contacting you by email.

YOUR PERSONAL INFORMATION

1. To view our Privacy Notice please see our website.

PROMOTION TERMS

1. Heyford Park Gym reserves the right to end any promotion without warning at any time.

FIRST 3 MONTHS FREE

1. Offer valid Until 31/01/2023 and must be claimed by this date.
2. Offer must be claimed using the unique promotional code received by via email.
3. Offer is only valid to those members who have received an email from us
4. Once your 3 months of free membership is complete you will automatically roll onto a monthly adult membership.
5. Heyford Park Gym withholds the right to amend this offer at any time
6. Offer cannot be exchanged for cash.
7. The offer will not be able to be claimed by existing members.
8. Once your first 3 free months is up you are subject to minimum 3 month contract length as with all regular memberships.