

Capel Gym

Bodymission Ltd

Terms and Conditions of Membership and Club Use

1. Introduction
 - 1.1. These terms and conditions have been produced to ensure that all users of Bodymission Ltd are assured of an enjoyable experience on each one of their visits. They constitute the Club Rules. Memberships may only become active on receipt of the appropriate membership fee. Once a membership application form has been signed, applicants are deemed to have accepted and be bound by the following terms and conditions:
2. Definitions
 - 2.1 Membership Fee – A non-refundable fee contracted over one calendar month.
 - 2.2 Club – Bodymission Ltd also known as Capel Gym
 - 2.3 Club premises – the gymnasium and directly associated facilities at Orchard Brook, Five Oak Green, Tonbridge, Kent TN12 6TJ
 - 2.4 Member – A person accepted into membership of the Club and who has paid the appropriate membership fee.
 - 2.5 User – Any person present on Club premises.
3. Membership
 - 3.1. Duration – When you join the Club you are agreeing to remain a member for a Commitment Period. This period covers the rest of the calendar month in which you join (if you join after the first day of the month) and the following calendar month. After this time your membership will continue from month to month until terminated either by you or by the Club.
 - 3.2. Termination – You may terminate your membership of the Club by giving the Club at least one complete calendar month's notice in writing. This notice period may be shortened or waived at the absolute discretion of the Club. The Club may also terminate your membership after expiry of the Commitment Period by giving you one calendar months' notice. We may, however terminate your membership immediately if:
 - 3.2.1. You, or your guests, commit a serious or repeated breach of these terms, and, in particular if you do not adhere to the safe and proper use of the Club's equipment or facilities as instructed by our staff or in Club notices;
 - 3.2.2. The behaviour or conduct of you, or your guests, is reasonably deemed by the Club to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club;
 - 3.2.3. Your membership fee remains unpaid after its due date;
 - 3.2.4. You provide us with materially false or misleading details when applying for membership or personal training sessions;
 - 3.2.5. If we terminate your membership for any of these reasons (or you terminate without giving the due notice period), you will remain liable to pay the membership fees for the due notice period and, if applicable, the remainder of any unexpired Commitment Period.
 - 3.3. Transfer – You may not transfer your membership, or any personal training sessions, to another person.
4. Personal Training Use of Facilities
 - 4.1. Payment of personal training fees entitles you to use of the premises on the day of your booked session. During that time you are bound by the relevant terms and conditions set out here.
 - 4.2. Block bookings must be used within six months of payment and are non-refundable. Serious breach of these terms, particularly as laid out in clauses 3.2.1, 3.2.2 and 3.2.4 will lead to the forfeiture of any unused sessions.
 - 4.3. Cancellations given with less than 24 hours' notice to the Club by telephone will be charged.
5. External Personal Trainers
 - 5.1. The use of the gym by Personal Trainers for training clients is prohibited except where this has been agreed in advance between the personal trainer and the Club. Specific terms and conditions will apply to PTs using the facilities on this basis.

6. Fees
 - 6.1. The current fees brochure sets out categories of member and the relevant fees, and other fees which may be payable for additional services. All details included in the current brochure form part of these terms and conditions.
 - 6.2. You will be given notice of any change in membership fees by the Club at least 7 days before they are implemented.
 - 6.3. Fees paid are non-refundable.
7. Use of Club Equipment and Facilities
 - 7.1. You will only be permitted to use the Club facilities provided that your membership is current and fully paid up or that you have made payment arrangements acceptable to the Club.
 - 7.2. Details of the Club's opening hours are available from the Club. We may sometimes need to change opening hours or facilities available, for example for maintenance or refurbishment. If we need to do this we will, wherever possible, display notices at the Club reasonably in advance. The personal training studio is available for members' use during opening hours unless it has been booked for a private session or class, in which case you may not enter the room until the session is finished.
 - 7.3. Your use of any Club equipment is entirely at your own risk, except to the extent that there is any negligence or breach of any legal duty by the Club or its staff.
 - 7.4. Induction sessions explaining the safe and proper use of relevant equipment will be made available to you on joining the Club. It is your responsibility to arrange appropriate induction.
 - 7.5. You must not use any equipment or undertake any activity unless you are satisfied that you are competent to do so safely and properly.
 - 7.6. You must take care to safeguard your own health and safety and that of other people whilst using the equipment and facilities, including putting away all equipment after use.
 - 7.7. You will be responsible for any harm or injury that you cause to yourself or another person or to the Club to the extent that it is caused through your unsafe or improper use of the equipment or facilities. You will also be held responsible for damage to equipment or premises where this is the result of your unsafe or improper use of the premises or equipment.
 - 7.8. The Club will not be responsible for any loss, harm or injury to you to the extent that this is caused by your unsafe or improper use of the equipment or facilities or your failing to advise Club staff of a medical condition relevant to your use of these.
 - 7.9. You are responsible for your guests while they are on the premises and must accompany them for the duration of their visit.
8. Valuables and Liability:
 - 8.1. The Club cannot eliminate entirely the risk of theft, damage or loss of members' personal possessions and we advise you not to bring valuable items such as jewellery or large amount of cash to the Club.
 - 8.2. Please note that although we do not limit liability for death or personal injury caused by our negligence, the Club will not be responsible or liable to you or your guests (except to the extent that we are negligent or in breach of any legal duty) for any loss or damage to any of your possessions, including vehicles and bicycles or their contents, left in the car park or premises.
 - 8.3. The Club and surrounding premises are not safe for children under the age of 14 and they may not be brought onto the premises at any time.
9. Force Majeure:
 - 9.1. The Club will not be deemed to be in breach of these terms by reason of any delay or failure to perform in accordance with these terms if such delay or failure is due to any cause beyond the Club's reasonable control.

I confirm that I agree to be bound by these terms and conditions during my period of Membership of Bodymission Capel Gym.

Signed.....Date.....