

# Body & Mind Leisure Ltd

## Rules of Membership

### 1. The Club

- a) Body and Mind at the Canterbury Campus (the "Club") is managed by The Body & Mind Leisure Ltd (the "Company")
- b) The Club premises will be located at Knight Avenue, Canterbury, Kent CT2 8QA or such other premises as the Company may provide.

### 2. The Company

- a) The company shall through its duly authorised representatives manage and operate the Club and deal with all matters in connection with it.

### 3. Principle Terms

- a) The agreement of membership commences when both the new Member and a representative of the Club sign.
- b) The agreement of membership begins on the start date as stated on the membership form.
- c) The member is entitled to all the rights and privileges exercisable for the type of membership chosen.
- d) The Member can not transfer the agreement to any other person.
- e) On agreement of membership the Member will receive a membership card (which remains property of the Club) which must be presented at reception to gain entry every time a visit is made.
- f) Membership cards are non transferable and any use other than by the Member will cause the card to be withheld. If the membership card is regularly used by another, the Membership of the Member will be cancelled with immediate effect with no refund available. A charge is levied for lost cards.
- g) Having purchased a membership at Body and Mind, and the Member does not attend the Member will not be entitled to a refund unless in exceptional circumstances and this will only be at the discretion of the Company.

### 4 Limitations of Liability.

- a) On agreement of membership the Member agrees that:
  - (i) Neither the Company nor its employees or its agents shall be liable for any loss, damage or theft of any property belonging to, or brought onto the club premises by the Member or any guest of the Member, occurring upon the Club premises.
  - (ii) Neither the Company nor any employees or agent of the company shall be responsible for any death, personal injury or illness occurring upon the Club premises or as a result of the use of the facilities and/or equipment provided by the Club, except to the extent that such death, personal injury or illness arises from any negligent act or omission of the Company or its employee or agent.

### 5 Physical Conditions of Member

- a) The Member warrants and represents that they are in good physical condition and that they know of no medical or other reason why they are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to their health, safety, comfort or physical condition of other members.
- b) The Member shall not use any Club facilities whilst suffering from any infections or contagious illness, disease or other such ailment such as open cuts,

abrasions, open sores or minor infections where there is a risk that such use may be detrimental to their health, safety, comfort or physical condition of other members.

- c) Before participation at the Club the Member must first complete a 'PARQ' pre exercise questionnaire. The Club may also ask for subsequent forms to be completed throughout the period of membership for the purpose of updating records.

### 6 Memberships

- a) Membership shall be divided into seven categories: Peak Single, Off Peak Single, Peak Joint, Off Peak Joint, Student Gold, Student Silver and Corporate.
- b) All categories of membership shall be subject to these Rules of Membership.
- c) All members shall be at least 16 years of age.
- d) Joint Membership shall be available to spouse residing at the same address and their children who are over the age of 16.
- e) Other memberships shall be on such terms as the Company may specify from time to time.

### 7 Fees and Charges.

- a) The joining fee / initial payment is due from Member to the Club, and is payable immediately and is not refundable in any circumstances.
- b) Where the Member elects to pay the annual fee on subscription, this shall also be payable immediately.
- c) All monthly membership fees shall be paid by direct debit and are payable monthly in advance. Direct Debits are collected on behalf of the Company by the Harlands Group.
- d) The member is obligated to pay the minimum number of direct debit payments as started on the membership application form.
- e) The member is obligated to pay the monthly membership fee regardless of non attendance, whatever the reason for non attendance may be.
- f) Should you fail to make a direct debit payment then the remainder of the minimum payments will become due immediately.
- g) If the member fails to pay any monies due under their membership agreement or if any direct debit is returned unpaid or any cheque is returned unpaid or if any other form payment is not honoured for whatever reason, you shall pay on demand an administration fee of £20.
- h) The member agrees to advise the Club immediately of any changes to the Member details provided.
- i) If the member fails to pay any amount due under their membership agreement for a period of 30 days, The Harlands Group shall pass the debt to a third party company for collection. The reasonable costs incurred in employing the third party company will be borne by the Member, including costs in tracing the member should they have not informed the Club of any changes to their details.
- j) Membership fees may be increased at the absolute discretion of the Company prior to 30 days notice to the member.

### 8 Renewals

In order to extend your membership after completing the minimum number of direct debit payments, the Club will automatically continue collecting direct debit payment amount each month. The membership will then be extended by one month each payment. Each payment is not refundable under any circumstances.

## **9 Expulsions of Members.**

a) The Company may terminate the membership of any Member:

(i) Without notice and with immediate effect if the Members conduct, whether or not such subject of complaint by another Member, is such that in the reasonable opinion of the Company, it may be injurious to the character or interests of the Club, or is such that it renders the Member unfit to associate with other Members of the Club.

(ii) Without notice and with immediate effect if the Member shall have committed any breach of these Rules of Membership.

(iii) By notice of in writing if any part of the initial payment or monthly membership charge is unpaid after 30 days after the date due for payment.

(iv) Upon not less than 30 days notice in writing if the Company is of the opinion that the Member is not a suitable individual for continued membership of the Club.

Any decisions by the club under this clause are final and binding.

b) A Member whose membership is terminated shall forfeit all the privileges of membership with immediate effect without claim for refund of the initial payment or monthly membership charges. On termination the Member must return their membership card to the Club along with any other evidence of membership.

## **10. Cancellation of Membership**

a) The Member can not cancel their membership within the minimum number of payments as outlined on the contract signed by the Member. Unless for reasons of medical incapacitation or relocation of which evidence must be provided.

b) All cancellations must be given in writing, providing a notice period of at least 30 days

c) A membership freeze can not be applied for during the 30 day notice period.

d) On cancellation of membership the Member must return their membership card along with any other evidence of membership. A temporary card shall be issued for the remainder of the notice period.

e) On cancellation of membership any outstanding fees must be paid in full, failure to do so will result in a third party company taking over the debt for collection.

f) Cancellation within the period of minimum number of payments is only authorised for reasons of medical incapacity or for relocation to a destination outside of a 20 mile radius of the Club.

g) For cancellation due to medical incapacitation or relocation supporting evidence must be provided. In case of medical incapacitation evidence must be certified by a qualified medical practitioner, stating that the Member is unable to complete the remainder of the contract signed. Evidence provided for case of relocation must be certified by an estate or similar agent.

h) In the event of the death of a Member, the obligation to monthly membership fees shall cease with effect from the date of death.

## **11. Club Facilities**

a) The Company reserves the right to make reasonable alterations to the types of facilities provided without notice at its absolute discretion and the Company shall not be held liable for any loss occasioned by any such alterations.

## **12. The Hours of Opening**

a) The Clubs normal hours of operation and the hours in which any facilities within the Club are available to Members from the Company upon request. Such hours may be lengthened or shortened at the absolute discretion of the Company with or without prior notice to Members being given. The company shall endeavour to give reasonable notice of any lengthening or shortening of such hours.

b) On occasions when necessary maintenance is required, the Club may be closed for which Members shall be given no less than 14 days notice of any such closure.