



BOURTON MILL

Health & Wellness Centre

Terms & Conditions

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1. Introduction

- 1.1 Your agreement is with us, Midas Technical Solutions Limited trading as Bourton Mill Health & Leisure Club, a private company limited by guarantee, registered in England and Wales, Company No. 03686861.
- 1.2 These terms and conditions form part of your agreement with us and replace any previous terms and conditions.
- 1.3 These terms and conditions, along with your joining form and the terms and conditions of use, form an agreement (referred to in this document as 'The Agreement') between: you; and us, Bourton Mill Health & Leisure Club. You must keep to all of the terms and conditions of the agreement. These documents together form a legal, binding agreement between you and us, so please make sure that you read them carefully and understand them. If you have any questions, please ask a member of our team.

2. General

- 2.1 All reference to the 'Club' refers to Bourton Mill Health & Leisure Club, its staff, employees, sub-contractors, agents and representatives. Facilities refer to the gymnasium, showers, saunas, changing rooms and fitness studios where applicable.
- 2.2 Members of the club are bound, as a condition of membership, to comply with the rules set out below. This is to ensure that the facilities are properly and safely used and that all members enjoy full advantage of them without interfering with the enjoyment of others.

3. Membership

- 3.1 Bourton Mill Health & Leisure Club offers different categories of memberships. Details of membership categories are available from the Club. You are entitled to use the facilities available under your category of membership, and will be provided with full information on the range of facilities available to you and when you can use them. Each membership category may have certain restrictions that only apply to that membership category. You will be informed of these restrictions when you join the Club or when you change your membership category, whichever is applicable.
- 3.2 Your membership will commence on the Start Date and will continue for the full membership period to which you have agreed ("Commitment Period").
- 3.3 Unless you inform us that you do not wish to continue as a member at the end of your Commitment Period, your membership will automatically continue on a month-to-month basis at the standard membership rate until such time as you give the Club one full calendar month of written notice to cancel your membership. If you have paid for your membership in full upfront: Your membership will

commence on the Start Date and will continue for the fixed period that you have selected, calculated from the first day of the month following your Start Date.

- 3.4 Members must carry their membership cards when visiting the Club and must present them when visiting the Club to gain entry to the Club. A fee will be charged for replacement cards.
- 3.5 Some membership types may be changed.

4. Membership Fees

- 4.1 Members must pay the joining fee, which is the amount that will be notified to you as part of the website joining process as a one-off fee payable at the commencement of membership. The joining fee is non-refundable. For the avoidance of any doubt, any member who re-joins the centre following any previous period or periods of membership shall pay the appropriate joining fee for new members.
- 4.2 The cost of your membership will depend on the type of membership and the membership commitment period you have chosen. An administration fee will be applicable.
- 4.3 On all memberships, there is a minimum 12-month commitment period of payment via direct debit.
- 4.4 Membership fees are reviewed periodically. We will provide members with at least one month of notice in writing of any changes, which will apply as follows:
 - (a) Members who make payment via a monthly Direct Debit must pay the advised fees from the mandatory payment date.
 - (b) Members who pay annually in advance will be subject to the revised fees following expiry of the pre-paid annual membership.
- 4.5 If your membership is paid via a monthly recurring direct debit fee, it is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured for any reason whatsoever, an administration charge of £10 will be levied.
- 4.6 Should payments on Contract memberships be stopped part way through the term of the agreement, the total amount of credit remaining will remain due for payment in full.
- 4.7 We can refuse you, and any member whose membership is linked to yours, access to the Club and facilities while you still owe any amount for membership fees and administration fees. Your membership will still continue.
- 4.8 If you default on payment of your membership fees we may send your outstanding debt to a third-party debt collection agency to collect your fees. If we do so, you must pay any costs that we incur in connection with the recovery of the unpaid fee, including the agency's fees and any legal fees.
- 4.9 In the event that legal action is necessary to recoup unpaid fees, a further surcharge of 25% on both the outstanding membership fees and aggregated costs to date will be imposed.

5. Limited Promotional Offer

- 5.1 Bourton Mill Health & Leisure Club is currently offering a limited 3-month introductory membership, available to new members only. It is valid until 23.59 on 28th February 2022 and must be claimed by that date.
- 5.2 This offer is only valid on the Full Single - 12 Month Membership, payable via direct debit.
- 5.3 Membership fees on the 3-month membership are collected via direct debit at an introductory price of £33 per month. At the end of the 3-month membership, the discounted fee will end, with membership continuing at the normal full single membership rate of £60 per month, subject to cancellation by means of one full month of notice.
- 5.4 Members who have chosen the 3-month introductory offer will not have the option of cancellation until after the completion of the 3-month period.
- 5.5 Cancellation of the introductory membership is not possible during the 3-month period.
- 5.6 You may cancel your membership with the provision of one full month of notice as detailed in these Terms and Conditions.
- 5.7 This offer cannot be transferred to another person.
- 5.8 This offer cannot be used in conjunction with another offer.
- 5.9 This offer cannot be exchanged for cash in part or full or any other products or services.
- 5.10 Bourton Mill Health & Leisure Club reserves the right to amend or remove this offer at any time.

6. Club Facilities

- 6.1 Bourton Mill Health & Leisure Club reserves the right to make reasonable alterations to the type of facilities provided without notice for any period in connection with maintenance that the General Manager deems necessary. The Centre shall not be liable for an inconvenience caused by building works and for the provision of essential maintenance services due to matters beyond our control or improvement works. On occasions when necessary the Club, or parts thereof, may be closed. No refunds would be given as a result of closure.
- 6.2 Bourton Mill Health & Leisure Club reserves the right to asset aside facilities with notice at any time for exhibitions, conferences, social events or activities.

7. Member Conduct

- 7.1 Bourton Mill Health & Leisure Club is committed to the safety, health, and welfare of each of its members and will not tolerate unreasonable, indecent, threatening, harassing, or illegal behaviour in any form. We may, at any time, refuse your request to become a member or suspend or terminate your membership if you are already a member, if we have reason to believe that your behaviour or

conduct causes nuisance or annoyance to other Club Members, staff or guests, or that you misuse the Club facilities or breach any of the Club etiquette, guidelines or behave in any way the Club deems inappropriate.

8. Amendment of Terms

8.1 Bourton Mill Health & Leisure Club reserves the right to amend or add to these terms and conditions at any time. For the avoidance of doubt, however, changes to club timetables, facilities and hours of operation do not constitute a change to terms and conditions of the membership agreement for the purposes of this clause. At least one month of notice of any changes will be given. Details of any changes will be displayed on the Club notice boards. The most up-to-date terms and conditions always apply. Should any amendment to the terms and conditions take effect before the end of the Commitment Period, you will have the right to terminate the contract by giving one month's written notice.

9. Cancellation and Suspension of Membership

9.1 You may terminate this membership by giving the Club at least one full calendar month of written notice, so that your membership will terminate at the end of the following calendar month after notice was given. You shall not consider that your membership agreement has been terminated until such time as this is confirmed in writing to you by the Club.

9.2 The 12-Month Contract does not permit cancellation at any time prior to its expiration.

9.3 Suspension of your membership may be permitted at the discretion of the General Manager for any reason once within any twelve-month period. Suspension will only be permitted if you are unlikely to be able to use the Club, by reason of a serious injury or illness, for a period of at least two months (and you are able to provide reasonable evidence of this to us, such as a doctor's certificate). The length of the period of the suspension of your membership will be appended to your 12-month contract. Cancellation of membership is not possible during the suspension period.

10. Health & Safety

10.1 By agreeing to these Terms and Conditions and using the Club facilities, you warrant and represent that you are medically sound and capable of participating in exercise.

10.2 Members use Club facilities at their own risk. It is recommended that you seek medical advice before embarking on a fitness programme.

1.3 You must not use the Club if you have an infectious illness or condition.

11. Liability

11.1 Bourton Mill Health & Leisure Club does not accept liability for damage or loss to your property or a guest's property that may happen on our premises, other than the liability which arises from our negligence or failure to take reasonable care.

11.2 Bourton Mill Health & Leisure Club does not accept liability for the injury or death of any member or guest that may happen on the premises or within the grounds of the Club, other than the liability which arises from our negligence or failure to take reasonable care.

1.4 Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

12. Data Protection

12.1 Your data privacy and security are important to us. Please refer to our Privacy Notice which explains how we collect, store and handle your personal data.

13. Choice of Law

13.1 Your Club membership and these Terms and Conditions are governed by the laws of England and Wales.