



## **TERMS & CONDITIONS**

These terms and conditions are entered into by and between The Beach Wellness and Somerset Activity and Sports Partnership (hereinafter: “Beach Wellness & SASP”) and you (hereinafter: “the Member”). By signing up to use of the gym at the Beach Hotel, courses or our classes you are entering into a membership contract with the following terms and conditions.

### **SERVICES**

1.0 The membership entitles the usage of The Beach Wellness gym facilities and the equipment & services available therein. The membership chosen gives access to our facility at Beach Hotel, The Avenue, Minehead and services that are inclusive of that membership.

### **MEMBERSHIP**

2.0 The membership is personal and cannot be shared. We can offer a joint discount for couples and families with payment coming out of the same bank account.

### **AGE LIMIT**

3.0 The Member confirms that he/she is 16 years old or older.

### **USE OF THE FACILITIES:**

4.0 The facility shall be used for training purposes only during opening hours and at designated timeslots. No other activity will be allowed, and violations will be sanctioned. For example, sleeping and lingering are not allowed. Consumption of alcohol, tobacco or illegal substances is not allowed. Working out under the influence is not allowed. Conducting business or paid services is not allowed.

### **CODE OF CONDUCT:**

5.0 The Member shall respect the behavioural and operating principles and follow them on all occasions. This includes, but is not limited to:

- Wearing appropriate and clean clothes and shoes.
- Leaving machines, mats, equipment and surfaces clean and dry after usage.
- Behaving in a friendly and respectful manner towards the other members in the gym as well as the staff. The Beach Wellness reserve the right to refuse admission for members behaving inappropriately.

### **LOST PROPERTY OR THEFT:**

6.0 The Beach Wellness & SASP does not take responsibility for loss or theft of any personal belongings, even if locked in a locker.

### **ACCESS & SECURITY:**

7.0 The Beach Wellness is open during opening hours only (please check website/social media for current opening hours).

7.1 The Member guarantees to never let in any other member, or another person into The Beach Wellness premises and/or allow use of any equipment without registration and payment.

### **SUSPENSION/TERMINATION OF MEMBERSHIP:**

8.0 If the Member behaves in a way that breaches the code of conduct, interferes or disturbs other members or staff, or that the management considers inappropriate, the membership can be suspended or terminated at management’s sole discretion.

8.1 If the Member does not pay the membership fees, the membership can be suspended or terminated at management’s sole discretion. The payment duty remains until the original contract period ends.

#### **CHANGE OF DETAILS:**

9.0 Should your personal details change, please notify us immediately. The details we hold for you will be used to communicate electronically or by letter with you as per BACs regulations. You can notify us by emailing [beachgym@sasp.co.uk](mailto:beachgym@sasp.co.uk) or in person at the gym.

#### **PAYMENT:**

10.0 The Member commits to paying the membership according to the conditions in the contract.

10.1 The Member is responsible for all payments, also in the case of automatic debits by The Beach Wellness & SASP.

10.2 If the payment is late the access to gym and bookings will be blocked, until the payment reaches The Beach Wellness & SASP. If after 30 days the invoice is still not paid, the Member is in violation of the contract and the total outstanding amount of the contract will be due. The membership continues to run even if the access is blocked. As soon as the debts are paid, the access will be granted again to the gym and bookings.

10.3 The Beach Wellness will send reminders by email. In the case that the email reminders are not received, it does not remove the responsibility from the Member to pay in time.

#### **CANCELLING YOUR DIRECT DEBIT:**

11.0 We recognise that many people's circumstances change. In such an event, should you wish to cancel your direct debit membership we ask that you notify us, in writing, either by emailing us at [beachgym@sasp.co.uk](mailto:beachgym@sasp.co.uk) or at The Beach Wellness. Please ensure you also notify your bank. We require one month's notice to cancel your direct debit. We reserve the right to collect any monies outstanding in the event of this agreement not being upheld. If you wish to re-start your membership with us you will be required to pay the start-up fee, pro rata payment and your last month up front.

11.1 The member is responsible for their own cancellation.

11.2 Cancelling through your bank alone will not cancel your membership.

#### **FROZEN MEMBERSHIP:**

12.0 As a benefit to membership, we offer the opportunity to temporarily suspend or 'freeze' your membership in the event of prolonged absence such as serious illness or injury. This benefit is for monthly direct debit memberships only. This benefit is for full calendar months only and available for a minimum of 1 calendar month up to a maximum of 6 calendar months.

12.1 Freezes can only commence after the first direct debit and pro rata payment has been taken. To activate this benefit, please contact [beachgym@sasp.co.uk](mailto:beachgym@sasp.co.uk)

12.2 At the end of the 'frozen period' your monthly direct debit will revert to the appropriate fee automatically, the signed agreement being your advance notice of the change.

#### **PROGRAMMED AND BOOKABLE ACTIVITIES:**

13.0 Your membership may entitle you to book classes or activities which are included in your membership. If you are unable to attend such bookings, you must cancel as soon as possible. If your booking was not included in your membership and paid for, you will be required to contact The Beach Wellness to cancel and bookings will be non-refundable.

13.1 Whilst the majority of our members, when unable to attend a class they have booked, cancel their classes in good time to allow others to book on, others just do not show up and prevent other members accessing the class. In order to maximise spaces for our members we may withdraw access to Gymcatch for those that either fail to show up or cancel within 12 hours of the class start time unless that space is taken up by another member. We will operate a 3-strike process with this.

13.2 Waiting Lists will be available on most classes so that when people cancel a class those on a waiting list will receive an automated e-mail with a direct link for them to book into the class. In order to ensure places are not held for too long, places on waiting lists will only be held until 4 hours before the class start time, after which time the waiting list will be cleared and any member can book on if there are spaces available in the class (this will be done a first come first serve basis).

#### **PRICE CHANGES:**

14.0 Prices may be reviewed at any point during your membership and we undertake to provide at least 3 working days' notice of any price change either by email where this exists, or by post.

#### **COMMUNICATION:**

15.0 The Beach Wellness & SASP communicates via email. The Beach Wellness & SASP declines all responsibility if the email address does not exist, is wrong or for whatever reason emails do not arrive to the Member.

15.1 The Beach Wellness & SASP may also make contact through telephone calls if we cannot get hold of you

on a rare occasion or you do not have an email address.

15.2 We will also respond to any messages received through social media.

**DISRUPTION:**

16.0 It may be necessary to undertake maintenance to the facilities and its equipment at any time. Where we have to alter hours of business or change activity programmes, every attempt will be made to provide advance notice and to minimise disruption and inconvenience.

**HEALTH:**

17.0 The Member confirms you do not suffer from health problems that would hinder exercise or prevent you from engaging in exercise, or that would be detrimental or adverse to the Member's health, safety or physical condition if you did exercise. In case of any doubt, the Member shall seek advice by a medical doctor who should confirm the ability to exercise.

17.1 The Beach Wellness shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition. If an assessment is done at The Beach Wellness, it is for the sole purpose of compiling comparative data in order to track the Member's progress in a programme and not for diagnostic purposes.

**INSURANCE:**

18.0 The Member confirms that you hold the necessary insurances to cover any accident or training incident. The Beach Wellness & SASP shall not be subject to any claim, demand, or injury whatsoever with regard to the assessment of the Member's health condition or for any injury arising out of the Member's disability, impairment or ailment.

**LIABILITY:**

19.0 Each Member of The Beach Wellness shall be liable for any property damage and/or personal injury caused by the Member at the YMCA, Beach Hotel and Minehead Football Club premises and/or equipment owned by the Beach Wellness. It shall be the obligation of the Member to pay for any costs involved upon presentation of a statement thereof. Nothing in these terms and conditions is intended to limit or exclude our liability for death or personal injury caused by negligence of for fraud, fraudulent misrepresentation or any other liability which cannot be excluded by law.

**WAIVER OF LIABILITY:**

20.0 Any and all use of The Beach Wellness equipment shall be at Member's own risk at all times.

20.1 The Member shall not use the equipment or proposed workouts unless they know the correct usage of the training equipment and/or exercises.

20.2 All members must have attended an induction before using The Beach Wellness facilities.

20.3 The Beach Wellness shall not be liable for any injuries, physical impact or damages to the Member, or the property of the Member, or be subject to any claim arising out of the use of the premises and/or of the machines made available to the users.

**JURISDICTION AND LAW:**

21.0 Any controversy, claim or dispute between the Member and The Beach Wellness & SASP arising out of or relating to these Terms and Conditions and/or the Member's use of premises used by The Beach Wellness & SASP, services and training equipment shall be subject to the exclusive jurisdiction to the ordinary courts.

**UPDATED: 21<sup>st</sup> August 2020**